UNOFFICIAL COP786884 Page 1 of 331070026 46 006 1997-10-22 12:22:56

Cook County Recorder

After recording, mail to: KOREA EXCHANGE BANK 181 W. Madison, Suite 2100 Chicago, IL 60602 Attn: Mr. Tom Yim

Prepared by: Peter K. Lee, Esq. 5812 N. Lincoln Ave. Chicago, IL 60659

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### MODIFICATION AND EXTENSION OF MORTGAGE

Lender:

Grantor/Borrower:

KOREA EXCHANGE EANK 181 W. Madison Suite 2100 Chicago, IL 60602

Kil Ja Kim

COOK COUNTY

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the September 1, 1997, is executed by and between the parties indicated below and Lender.

- A. On August 28, 1992, Lender made a loan("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of TWO HUNDRED FIFTY TWO THOUSAND Dollars (\$252,000.00), which Note was secured by a Mortgage ("Mortgage") executed by Borrower for the henefit of Lender covering the real property described on Schedule A below("Property") and recorded on August 28, 1992 as Document number 92640967 in the records of the Recorder of Deeds of Cook County, Illinois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated same day executed by Guarantor for the benefit of Lender are hereafter cumulatively referred to as the "Loan Documents".
- B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:
- (1) The maturity date of the Note is extended to September 1, 2002, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.

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- (2) The parties acknowledge and agree that, as of September 1, 1997, the unpaid principal balance due under the Note was \$221,127.56, and the accrued and unpaid interest on that date was 50.
- (3) Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B.
- (4) Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions modified.
- (5) Perrower/Grantor and Guarantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.
  - (6) The Mortgage is further modified as follows:

#### SCHEDULE A

Legal description:

LOT TWO(2) IN BLOCK THIRTY-EIGHT(38) IN W.F. KAISER AND COMPANY'S PETERSON WOOD ADDITION TO ARCADIA TERRACE IN THE SOUTH WEST QUARTER OF SECTION ONE(1), TOWNSHIP FORTY(40) NO(TH, RANGE THIRTEEN(13), EAST OF THE THIRD PRINCIPAL MERIDAN, (EXCEPT THAT PART OF LOT TWO(2) IN BLOCK THIRTY-EIGHT(38) LYING BETWEEN THE SOUTH WESTERLY LINE OF LINCOLN AVENUE AND A LINE SEVENTEEN(17) LEET SOUTH WESTERLY THEREOF MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE SOUTH WESTERLY LINE OF LINCOLN AVENUE), IN COOK COUPTY, ILLINOIS.

LOT THREE(3) IN BLOCK THIRTY-EIGHT(38) IN W.F. KAISER AND COMPANY'S PETERSON WOOD ADDITION TO ARCADIA TERRACE IN THE SOUTH WEST QUARTER OF SECTION ONE(1), TOWNSHIP FORTY(40) NORTH, RANGE THIRTYEN(13), EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT THREE(3) IN BLOCK THIRTY-EIGHT(38) LYING BETWEEN THE SOUTH WESTERLY LINE OF LINCOLN AVENUE AND A LINE SEVENTEEN(17) FEET SOUTH WESTERLY THEREOF MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE SOUTH WESTERLY LINE OF LINCOLN AVENUE), IN COOK COUNTY, ILLINOIS.

LOT FOUR (40) IN BLOCK THIRTY-EIGHT (38) (EXCEPT THAT PART LYING BETWEEN THE SOUTH WEST LINE OF LINCOLN AVENUE, AND A LINE SEVENTEEN (17) FEET SOUTH WEST THEREOF TAKEN FOR WIDENING OF LINCOLN AVENUE) IN KAISER AND COMPANY'S PETERSON WOODS ADDITIONS TO ARCADIA TERRACE IN SECTION ONE (1), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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# UNOFFICIAL COP/7/786884 Page 3 of 3

LOT FIVE(5) IN BLOCK THIRTY-EIGTH(38), EXCEPT THAT PART CONVEYED TO CITY OF CHICAGO BY DEED RECORDED AUGUST 11, 1937, AS DOCUMENT 120392341) IN W.F. KAISER AND COMPANY'S PETERSON WOOD'S ADDITION TO ARCADIA TERRACE IN THE SOUTH WEST QUARTER OF SECTION ONE(1). TOWNSHIPFORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PALT "THEREOF RECORDED JANUARY 7, 1915, AS DOCUMENT 5557707, IN COOK COUNTY, ILLINOIS.

PIN: 13-01-303-002 Volume 317 (Affects Lot 2) 13-01-303-003 Volume 317 (Affects Lot 3) 13-C1-303-004 Volume 317 (Affects Lot 4) 13-01-303-005 Volume 317 (Affects Lot 5)

Commonly known as: 5978 N. Lincoln Ave., Chicago, IL 60659

SCHEDULE B

IN WITNESS WHEREOF, the uncersigned has caused its name to be signed to these presents on the day indicated herein. OFF.

Grantor/Borrower:

State of Illinois ) 88 County of Cook )

Peren le. Lor, a notary public in and for in and for said County, said State, do hereby certify that Kil Ja Kim & B2, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that he/she/they signed and delivered said instrument as his/her/their free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and seal, this Met day of October, 1999.

"OFFICIAL SEAL"
PETEH K, LEE
Notary Public, Busto of Illinois
My Commission Expires 6-19-99

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