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FORM 33

AMENDMENT TO TRUST DEED

This Agreement is made as of the 11TH day of OCT., 1996, by and between KIL JA KIM ("Mortgagors") and KOREA EXCHANGE BANK (hereinafter referred to as "Trustee"), whose address is 181 West Madison Street, Suite 2100, Chicago, Illinois 60602.

WITNESSETH:

WHEREAS:

A. Mortgagors are indebted to Trustee under and pursuant to that certain note of Mortgagors dated AUG. 28, 1992, in the original principal amount of US DOLLARS THIRTY THOUSAND ONLY\*\*\*\*\* \_\_\_\_\_ Dollars (\$30,000.00 \_\_\_\_\_) which note (the "Note") is secured, *inter alia*, by a Trust Deed from Mortgagors to Trustee dated even date with the Note, which was recorded in the office of the Recorder of Deeds of COOK \_\_\_\_\_ County, Illinois, on AUG. 28, 1992, as Document No. 926-0969 \_\_\_\_\_ (the "Trust Deed") encumbering the property described therein including, but not limited to, the land described in Exhibit A attached hereto and made a part hereof;

COOK COUNTY  
RECORDER  
JESSE WHITE  
SKOKIE OFFICE

\_\_\_\_\_  
This instrument was prepared by:

Korea Exchange Bank  
Suite 2100  
181 West Madison Street  
Chicago, Illinois 60602

After recording, mail to:

Korea Exchange Bank  
Suite 2100  
181 West Madison Street  
Chicago, Illinois 60602



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COOK COUNTY  
RECORDER  
JESSE WHITE  
SNOKE OFFICE

11/11/2011

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B. AKASAKA RESTAURANT ("Company") is justly indebted to Trustee under that certain agreement (the "Credit Agreement") dated even date herewith between Trustee and Company, an entity in which Mortgagors have a direct financial interest, as evidenced by a note in the principal amount of US DOLLARS TWENTY EIGHT THOUSAND ONLY Dollars (\$28,000.00           ) dated even date herewith executed by Company, and made payable to the order of and delivered to Trustee, whereby Trustee has agreed to make available to Company a TERM LOAN credit, provided that the Trust Deed is amended to also secure any and all indebtedness incurred by Company under the Credit Agreement:

NOW, THEREFORE, in consideration of the premises and to induce Trustee to extend the credit under the Credit Agreement, Mortgagors and Trustee agree that the Trust Deed is hereby amended in the following manner: (i) the paragraph in the Trust Deed that reads "NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, County of COOK and State of Illinois, to wit:" is amended to read as follows: "NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest, and all revolving credit indebtedness and any and all other indebtedness of the Company to the Trustee incurred under the Credit Agreement, as further evidenced by that certain note dated even date with the Credit Agreement from the Company to the Trustee, as may be outstanding from time to time, in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, County of COOK and State of Illinois, to wit:"; and (ii) the following new provision is added as paragraph 19: Future Advances; Protective Advances. This Trust Deed is given to secure not only existing indebtedness, but also all future advances (whether such advances are obligatory or are to be made at the option of Trustee, or otherwise) as are made by Trustee within twenty (20) years of the date of this Trust Deed, to the same extent as if such future advances were made on the date of the execution of this Trust Deed, even though there may be no indebtedness outstanding at the time any such advance is made. The total

\_\_\_\_\_  
This instrument was prepared by:

Korea Exchange Bank  
Suite 2100  
181 West Madison Street  
Chicago, Illinois 60602

After recording, mail to:

Korea Exchange Bank  
Suite 2100  
-2- 181 West Madison Street  
Chicago, Illinois 60602

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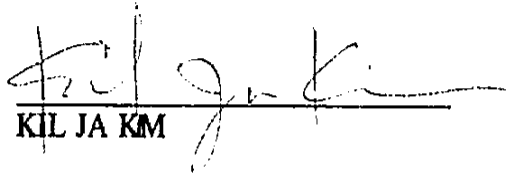
amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall in no event, exceed the amount equal to five (5) times the original principal sum of the Note as specified in the preamble paragraph of the Trust Deed. All advances, disbursements and expenditures made by Trustee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the purposes authorized by this Trust Deed or by the Illinois Mortgage Foreclosure Act (735 ILCS 5/15 - 1101 et seq.), as from time to time amended (the "Act"), shall have the benefit of all applicable provisions of the Act.

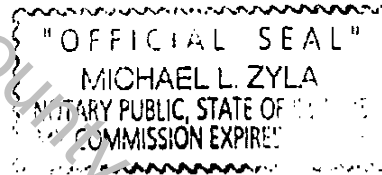
Except as hereinabove specified, the Trust Deed remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

KOREA EXCHANGE BANK

By:   
Its: LOAN OFFICER

  
KIL JA KM



(If Mortgagors are a corporation, limited liability company or partnership, the person signing this Agreement must indicate the capacity in which such person is signing.)

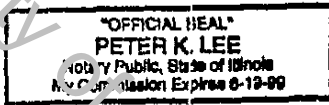
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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kyoo Whan Park, manager, of KOREA EXCHANGE BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said Bank as his/her own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of October, 1996.



Peter K. Lee  
Notary Public

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said \_\_\_\_\_ as his/her own free and voluntary act and as the free and voluntary act of said \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

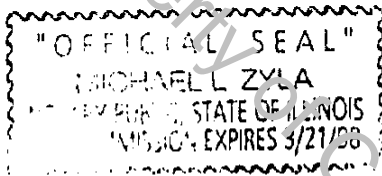
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Michael L. Zyla, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KIL JAKIM, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of October, 1996.



Michael L. Zyla  
Notary Public

97014350

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF LAND

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) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, (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) FEET SOUTH WESTERLY THEREOF MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE SOUTH WESTERLY LINE OF LINCOLN AVENUE), IN COOK COUNTY, 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 THIRTEEN (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 (4) IN BLOCK THIRTY-EIGHT (38), (EXCEPT THE 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.

LOT FIVE (5) IN BLOCK THIRTY-EIGHT (38), (EXCEPT THAT PART CONVEYED TO CITY OF CHICAGO BY DEED RECORDED AUGUST 11, 1957, AS DOCUMENT 12039234) IN W. F. KAISER AND COMPANY'S PETERSON WOOD'S ADDITION TO ARCADIA TERRACE IN THE SOUTH WEST QUARTER OF SECTION ONE (1), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1915, AS DOCUMENT 5557707, IN COOK COUNTY, ILLINOIS.

Real Estate Tax No. 13-01-303-002-0000, VOLUME 317, AS TO LOT 2  
13-01-303-003-0000, VOLUME 317, AS TO LOT 3  
13-01-303-004-0000, VOLUME 317, AS TO LOT 4  
13-01-303-005-0000, VOLUME 317, AS TO LOT 5

Common Address: 5978 NORTH LINCOLN AVENUE \_\_\_\_\_  
CHICAGO, ILLINOIS 60659

**97014350**