. DEPT-01 RECURDING

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LOOK COUNTY RECORDER

201291905-405

FIRST NOTE MODIFICATION AGREEMENT

Lakeside Bank (the "Lender"), an Illinois Banking Corporation, and the undersigned, Wah King Noodle Co. Inc., John S Tan and Rhea L. Tan (the "Borrowers"), agree as follows:

- 1. The Lender presently owns and holds BORROWER'S note, dated July 30, 1992, and payable to the Lender in the sum of \$288,750.00 with a current Balance of \$233,887.50. The note is executed by Wah King Noodle Co. Inc., John S. Tan and Rhea L. Tan (the "Borrowers") in their capacity as prime obligors on the note.
- 2. The note is secured by among other things, a mortgage of same date conveying the premises commonly known as 2146 South Archer Avenue, Unit D-8, Chicago Illinois. The Mortgage was recorded with the Cook County Recorder of Leeds on August 14, 1992, as Document No.92603833 respectively and Securing the real estate described in attached Exhibit "A". (The Lender's mortgage lien (the "Lien") is insured under mortgage loan Policy No.7375186 dated August 14, 1992 issued by Chicago Title and Trost Insurance Company ("Title Insured"). The Note, Mortgage, and 21 other documents evidencing or securing the Loan (the "Loan Documents") are hereby incorporated herein by reference.
- 3. Fees and Costs. By the Lenders execution hereof it has earned a non-refundable modification fee of \$1,174.00 due and payable upon Borrowers execution and delivery hereof.
- 4. The Borrowers have requested and the Lender has agreed that the terms of the Loan be modified. Accordingly, but subject to the conditions hereinafter provided, the Note and Mortgage (and each of the other Loan Documents to the extent necessary to conform thereto) are hereby amended as follows:
 - (a) The Maturity Date is changed (from August 11, 2007) to May 11, 2002.
 - (b) The note contract rate is changed (from Prime plus 2%, floating) to a fixed rate of 9.0% per annum.
 - (c) The payment of principal including interest of \$2,111.08 will be due commencing June 11, 1997 and monthly thereafter until maturity. Unless paid prior to maturity, all unpaid principal, cost, expenses, advances and accrued interest shall be due and payable on May 11, 2002, which is the date of maturity.

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STATE OF ILLINOIS)
COUNTY OF COOK)
A Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that John S. Tan and Rhea L. Tan, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth on this 1944 day of May, 1997 WOOD STATE OF LINOIS NOTARY PUBLIC
Commission Expires:
STATE OF ILLINOIS) SS COUNTY OF COOK
The foregoing Instrument was acknowledge before me by
John Tan, the trasidat of, and
Rhom Ten , the Secretory of,
WAH KING NOODLE CO. INC., an Illinois corporation, on behalf of the
corporation, on this 19th day of May , 19 19.
Commission Expires: CHRISTOPHER BURNS NOTARY PUBLIC

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UNOFFICIAL COPY

- (d) As to that portion of any installment due hereunder which is not paid within ten (10) days after its due date, there shall immediately thereafter become due and owing an administrative charge (late charge) equal to five percent (5%) thereof, not as penalty or additional interest but as an agreed expenses incurred by the lender with respect to processing late payments. The imposition or collection of a late charge neither extends, nor constitutes a waiver of Borrower's default for failure to observe, such due date.
- 5. The Borrowers hereby warrant to the Lender that the title to the Premises and the priority of the Lien are in the same condition and subject to no exceptions other than as shown in the Loan Policy, except that the real estate taxes are currently paid and the Premises are free and clear from any mechanics' (or other) liens with respect to any construction work thereon.
- 6. The foregoing modification shall be effective as of the date hereof, all other provisions of the note shall remain in full force and effect; the execution hereof by the Borrowers shall also constitute its direction upon the land trust to execute such documents reflecting this modification as the Bank may deem necessary or appropriate hereto.

Dated this 19th day of May, 1997.

LENDER:

LAKESIDE BANK

STAN J BOCHNOWSKY

SENIOR VICE PRESIDENT

By: Shen Wong Vice President BORROWERS:

JOHN S. TAN

DUDA P WAN

WAH KING NOODLE CO. INC

BY:

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ITS:

Property of Cook County Clerk's Office

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STATE	OF	ILLIN	
COUNTY	OF	COOK) SS)

The	foregoing	Instrument	was	acknowledge	before	me	by	
STAN J.	BOCHNOWSKI	, th	ie Jez	HOR VICE PRE	SIDENT	of,	and	
JOHNN (will-	, th	ne //	E PRESIDE	NI		of,	
LAKESIDE B	ANK on Illi	nois corpora	tion,	on behalf of	the cor	porat	ton,	on
this	236	day of _	Ma	¥	, 19 <u>97</u>	7	 ·	
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Commission	Expires:							
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EXHIBIT A

LOT 51 IN CHINA TOWN SQUARE, BEING A RESUBDIVISION OF PART OF BLOCKS 26, 40, 41, 43, 44, AND VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SCUTHEAST FRACTION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1991 AS DOCUMENT NUMBER 91213654, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS : 2166 S. ARCHER AVE.

ADDRESS: 216 CHICAGO,... 17-31-508-031 17-31-508-031 P.I.N.

: AKESIDE BANK 55 W WACKER DRIVE CHICAGO, IL 6060;

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