



99113352

*Maitto*

FOSTER BANK  
5225 N. KEDZIE AVENUE  
CHICAGO, IL 60625  
773-588-3355 (Lender)

*CTI*  
*70-23-8045*

**MODIFICATION AND  
EXTENSION OF MORTGAGE**

| GRANTOR                                                                                                       |                    | BORROWER                                                                                                                                   |                    |
|---------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Chicago Title and Trust Company,<br>as Trustee, under Trust Agreement<br>No. 1091408 dated SEPTEMBER 1, 1988. |                    | Chicago Title and Trust Company,<br>as Trustee, under Trust Agreement<br>No. 1091408 dated SEPTEMBER 1, 1988.<br>Nam Il Kim<br>Hae Sun Kim |                    |
| <b>CHICAGO TITLE LAND TRUST COMPANY<br/>AS SUCCESSOR TRUSTEE TO</b>                                           |                    |                                                                                                                                            |                    |
| ADDRESS                                                                                                       |                    | ADDRESS                                                                                                                                    |                    |
| 171 N. Clark<br>Chicago, IL 60601                                                                             |                    | 171 N. Clark<br>Chicago, IL 60601                                                                                                          |                    |
| TELEPHONE NO.                                                                                                 | IDENTIFICATION NO. | TELEPHONE NO.                                                                                                                              | IDENTIFICATION NO. |
|                                                                                                               |                    |                                                                                                                                            |                    |

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 21ST day of DECEMBER, 1998, is executed by and between the parties indicated below and Lender.

A. On SEPTEMBER 27, 1996, 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 SEVENTY THOUSAND AND NO/100 Dollars (\$ 270,000.00), which

Note was secured by a Mortgage ("Mortgage") executed by Grantor for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ Filing date SEPTEMBER 30, 1996 as Document No. 96742489 in the records of the Recorder's (Registrar's) Office of Cook County, Illinois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated n/a 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 JANUARY 1, 2004, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.
- (2) The parties acknowledge and agree that, as of DECEMBER 21, 1998, the unpaid principal balance due under the Note was \$ 248,850.00, and the accrued and unpaid interest on that date was \$ n/a.
- (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 below.
- (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 as modified.
- (5) Borrower, 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:

**BOX 333-CTI**

# UNOFFICIAL COPY

## SCHEDULE A

LOT 8 IN FOXHEDGE, BEING A SUBDIVISION OF PART OF THE NORTHEWRDY 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Address of Real Property: 2605 Prince  
Northbrook, IL 60062

Permanent Index No.(s): 04-21-111-008

## SCHEDULE B

GRANTOR: Chicago Title and Trust Company  
as Trustee under Trust Agreement No. 1091408

GRANTOR:

not personally, but as Trustee  
Chicago Title & Trust Co.

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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BORROWER: Chicago Title and Trust Company as Trustee under Trust Agreement No. 1091408

BORROWER:

not personally, but as Trustee Chicago Title & Trust Co.

BORROWER:

BORROWER:

SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: FOSTER BANK

Jane Park Loan Officer

State of \_\_\_\_\_ ) County of \_\_\_\_\_ ) ss.

State of Illinois ) County of Lake ) ss.

I, \_\_\_\_\_ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this December 21, 1998 by Jane HOPK as Loan officer on behalf of the Foster Bank

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

Given under my hand and official seal, this 21st day of December, 1998

Notary Public

Sue Choi

Commission expires: \_\_\_\_\_

Commission expires: \_\_\_\_\_



Prepared by and return to: Sue Choi, Foster Bank, 5225 N. Kedzie Ave., Chicago, IL 60625

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**EXECUTION WITH EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE UNDER TRUST #1091408 ATTACHED TO AND MADE A PART OF THAT MODIFICATION AND EXTENSION OF MORTGAGE dated December 21, 1998 with FOSTER BANK**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, CHICAGO TITLE LAND TRUST COMPANY, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Date: 01-25-99

**CHICAGO TITLE LAND TRUST COMPANY,  
as Trustee aforesaid and not personally**



By: *Sandra Molinski*  
Assistant Vice President

Attest: *Maureen Estivale*  
Assistant Secretary

STATE OF ILLINOIS )  
                                          )  
COUNTY OF COOK     ) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of January, 1999.

*Kevin M. Donlan*  
Notary Public

