

**Bank of Hope, successor to Foster Bank v. Min S. Suh and Angela Suh**

PLAINTIFF'S RULE 55(B) MOTION FOR DEFAULT JUDGMENT  
AND FOR JUDGMENT OF FORECLOSURE AND SALE

**EXHIBIT "A"**

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Bank of Hope, successor to Foster Bank,	)	No: 17-cv-02116
	)	
Plaintiff,	)	
	)	
v.	)	Property: 2360-2400 Walnut Ave., Hanover Park, IL 60133
	)	
Min S. Suh and Angela Suh,	)	
	)	Commercial
Defendants.	)	

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**AFFIDAVIT OF KELLY CHO**

I, Kelly Cho, being first duly sworn on oath, depose and state as follows:

1. I am over 18 years of age and competent.
2. This affidavit is made on my personal knowledge and the documents contained herein, and if sworn as a witness, I could and would competently testify to the facts contained herein and documents attached hereto.
3. I am employed by Bank of Hope as successor to Foster Bank (herein "Bank"), Plaintiff in the above-captioned cause, as a First Vice President. One of my duties as First Vice President is to review loan accounts to ensure that timely payments are made and to ensure compliance with other loan terms. I am authorized to make this affidavit.
4. In my capacity as First Vice President, I am personally familiar with the files, ledgers and records kept by the Bank and have access to all documents processed by the Bank that relate to the loan made by it to Min S. Suh and Angela Suh (collectively, "Borrowers").
5. My full and careful review of the loan documents, itemization of interest charges, late fees and principal balance in the above-captioned suit relating to Borrowers shows the following:
  - A. On or about September 1, 2010, Borrowers executed a Promissory Note in favor of Plaintiff in the original amount of \$1,009,419.35. On or about December 7, 2012, Borrowers executed an Amendment/Extension to Commercial Mortgage Balloon

Note ("Amendment"), which amended certain terms of the Promissory Note. The Promissory Note, as modified by the Amendment, shall be referred to herein as the "Note." A true and correct copy of the Note is attached hereto as "Exhibit 1."

- B. To secure the Note, Borrowers executed a mortgage ("Mortgage") on the commercial property commonly known as 2360-2400 Walnut Ave., Hanover Park, IL 60133. A true and correct copy of the Mortgage is attached hereto as "Exhibit 2."
- C. Borrowers defaulted on the Note by failing to pay the balance in full on or before the maturity date of September 1, 2015.
- D. As of March 29, 2017, the amount in default under the Note is \$1,039,061.61, which includes principal in the amount of \$879,090.18, interest in the amount of \$90,045.69, late charges of \$371.57, environmental fees of \$1,900.00 and a negative escrow balance of \$67,654.17. The Note has a per diem interest rate of \$152.62, with attorneys' fees and costs to be added pursuant to separate affidavits from Ashen|Faulkner.

6. The matters set forth in this Affidavit are true in substance and in fact and are based upon my own personal knowledge and upon my own personal review of Borrowers' loan records, including the Loan Payoff Statement dated March 29, 2017 ("Payoff") now held and maintained in the normal and ordinary course of the Bank's business. A true and correct copy of the Payoff is attached hereto as "Exhibit 3."

7. I prepared the attached Payoff in the regular course of business of the Bank and it was in the regular course of the Bank's business at or around the date the Payoff was generated to produce such documents.

8. The Payoff was generated from the Bank's electronic accounting/payment management system Fiserv (herein "Fiserv") which automatically calculates, tracks and maintains balances and interest owed based upon parameters inputted into the system as set forth in the underlying obligation, in this case the Note, and triggered by payment activity in relation to the obligation.

9. It is the Bank's regular and ordinary course of business to enter incoming credits, payments or costs into Fiserv at or near the time payment or credit are received and all credits and payments made to the Bank for application to the indebtedness of the Note are reflected in the statement. Fiserv is recognized as standard in the finance industry and produces an accurate record in the form of the Payoff when properly employed and I properly employed and operated Fiserv to generate the Payoff. Fiserv operates on computing equipment recognized as standard in the finance industry and is utilized in the regular course of the Bank's business.

10. The Bank has performed all that has been required of it to be performed under the Note. The Bank has demanded that Borrowers fulfill their obligations under the Note, however, they have refused and continue to refuse to fulfill their obligations.

11. Under penalties provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure and 28 U.S. Code § 1746, the undersigned certifies that the statements set forth in this instrument are true and correct.

By: 

Kelly Cho,  
First Vice President, Bank of Hope

Dated: March 29, 2017

**Bank of Hope, successor to Foster Bank v. Min S. Suh and Angela Suh**

**AFFIDAVIT OF KELLY CHO**

**EXHIBIT "1"**

<b>MIN S. SUH; ANGELA SUH</b> 1495 NORTH SANDERS ROAD NORTHBROOK, IL 60062	<b>Foster Bank</b> 5225 North Kedzie Ave. Chicago, IL 60625	Loan Number <u>1004363-1</u> Date <u>09-01-2010</u> Maturity Date <u>09-01-2015</u> Loan Amount \$ <u>1,009,419.35</u> Renewal Of _____
<b>BORROWER'S NAME AND ADDRESS</b>	<b>LENDER'S NAME AND ADDRESS</b>	
*"I" includes each borrower above, jointly and severally.	*"You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of one million nine thousand four hundred nineteen and 35/100 Dollars \$ 1,009,419.35

☒ **Single Advance:** I will receive all of this principal sum on 09-01-2010. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.

Conditions: The conditions for future advances are \_\_\_\_\_

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_.

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from 09-01-2010 at the rate of 6.250 % per year until 09-01-2015.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be \_\_\_\_\_ the following index rate: \_\_\_\_\_

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as \_\_\_\_\_.  
A change in the interest rate will take effect \_\_\_\_\_.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

**ACCUAL METHOD:** Interest will be calculated on a Actual/360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to 5% OVER THE INTEREST RATE IDENTIFIED IN THIS NOTE

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5.000% of the late amount with a min of \$25.00.

☐ **RETURN CHECK CHARGE:** I agree to pay the greater of \$ \_\_\_\_\_ or all costs and expenses incurred in connection with any payment on this loan that is returned because it has been dishonored.

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: \_\_\_\_\_

**PAYMENTS:** I agree to pay this note as follows:

59 monthly payments of \$7,431.43 beginning 10-01-2010 and 1 balloon payment of \$889,155.71 on 09-01-2015.

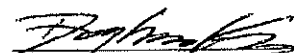
#### ADDITIONAL TERMS:

**COLLATERAL:** FIRST MORTGAGE AGAINST THE COMMERCIAL PROPERTY LOCATED AT 2360-2400 WALNUT AVE., HANDOVER PARK, IL

☐ **SECURITY:** This note is separately secured by (describe separate document by type and date): \_\_\_\_\_

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

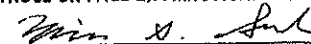
Signature for Lender

  
Dong Hoon Kim

**PURPOSE:** The purpose of this loan is TO REFINANCE THE EXISTING COMMERCIAL LOAN

☐ **CONFESSION OF JUDGMENT:** I agree to the terms of the "Confession of Judgment" paragraph on page 2.

**SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2).** I have received a copy on today's date.

  
MIN S. SUH

  
ANGELA SUH



AMENDMENT/EXTENSION  
TO  
COMMERCIAL MORTGAGE BALLOON NOTE

Date of Note: September 1, 2010  
Amount of Note: \$1,009,419.35  
Interest Rate: 6.25% Fixed  
Amortized Period: 240 Months  
Maturity Date: September 1, 2015

Borrower/Mortgagor: Min S. Suh and Angela Suh  
Lender/Mortgagee: Foster Bank, an Illinois Banking Corporation

In consideration of Ten Dollars and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the Borrower and Lender do hereby agree to amend the above identified Note as follows:

Current Balance: \$951,263.88  
New Monthly Payment: Interest and tax escrow payments only  
Effective Period: December 1, 2012 payment through March 1, 2013  
Regular scheduled monthly payments will resume  
for April 1, 2013 payment

All other terms and conditions of the Note shall remain the same.



Loan #1004363 00001

Dated this 7<sup>th</sup> day of December, 2012

Lender/Mortgagee:

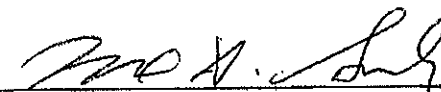
FOSTER BANK, an Illinois banking corporation

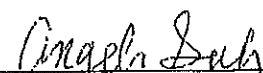
BY:   
Dong Hoon Kim

TITLE: Loan Officer

Borrowers: Min S. Suh and Angela Suh

Witness by:  
GOLF  
Name: Myron J. [Signature] Date: 12/12/12

  
MIN S. SUH

  
ANGELA SUH

**Bank of Hope, successor to Foster Bank v. Min S. Suh and Angela Suh**

**AFFIDAVIT OF KELLY CHO**

**EXHIBIT "2"**



Doc#: 1025229041 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/09/2010 12:29 PM Pg: 1 of 12

**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Exemption**

**Report Mortgage Fraud  
800-532-8785**

The property identified as: **PIN: 06-36-311-035-0000**

**Address:**

**Street:** 2360-2400 WALNUT AVENUE

**Street line 2:**

**City:** HANOVER PARK

**State:** IL

**ZIP Code:** 60133

**Lender:** FOSTER BANK

**Borrower:** MIN S. SUH AND ANGELA SUH, HUSBAND AND WIFE, AS JOINT TENANTS

**Loan / Mortgage Amount:** \$1,009,419.35

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 7395DD0F-5956-46D7-B3F4-B424D95C66E3

**Execution date:** 09/01/2010

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This instrument was prepared by:  
 Foster Bank  
 5225 North Kedzie Ave.  
 Chicago, IL 60625

When recorded return to (name, address):  
 Foster Bank/AMY CHANG  
 5225 North Kedzie Ave.  
 Chicago, IL 60625  
 LOAN#1004363-1

State of Illinois

Space Above This Line For Recording Data

## REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 09-01-2010 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: MIN S. SUH and ANGELA SUH, HUSBAND AND WIFE, AS JOINT TENANTS  
 1495 NORTH SANDERS ROAD  
 NORTHBROOK, IL 60062

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: Foster Bank  
 Organized and existing under the laws of the state of Illinois  
 5225 North Kedzie Ave.  
 Chicago, IL 60625

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:  
 "SEE ATTACHED EXHIBIT A"

The property is located in COOK at 2360-2400 WALNUT  
(County)  
AVENUE, HANOVER PARK, Illinois 60133  
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
 A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*  
 "SEE ATTACHED EXHIBIT B" A COPY OF THE PROMISSORY NOTE WHICH SECURED BY THIS MORTGAGE.

ILLINOIS- AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

EXPRESS<sup>TM</sup> © 1993, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESH-IL 12/27/2002

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 8. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
  - A. A beneficial interest in Mortgagor is sold or transferred.
  - B. There is a change in either the identity or number of members of a partnership or similar entity.
  - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 9. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
  - A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
  - B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all

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necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

**10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**12. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign,

compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**14. DEFAULT.** Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**15. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property and shall have the right to possession provided by law. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay for any recordation costs of such release.

**17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
  - C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
  - D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
  - E. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
  - F. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
  - G. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
  - H. Lender may perform any of Mortgagor's obligations under this section at Mortgagor's expense.
  - I. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
  - J. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**19. INSURANCE.** Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.



Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

**20. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**24. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**25. WAIVERS.** Except to the extent prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to the right of homestead exemption, redemption, reinstatement, appraisal, the marshalling of liens and assets and all other exemptions as to the Property.

**26. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 1,009,419.35. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**27. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:

- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

- ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

**28. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: \_\_\_\_\_

Min S. Suh  
(Signature) MIN S. SUH (Date) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

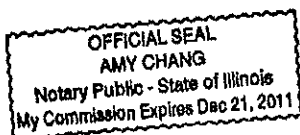
Angela Suh  
(Signature) ANGELA SUH (Date) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

**ACKNOWLEDGMENT:**

STATE OF Illinois, COUNTY OF Cook ss.  
(Individual) This instrument was acknowledged before me this 1st day of September, 2010  
by MIN S. SUH; ANGELA SUH, HUSBAND AND WIFE, AS JOINT TENANTS  
My commission expires: \_\_\_\_\_



Amy Chang  
(Notary Public)

(Business  
or Entity  
Acknowledgment)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ (Title(s))  
of \_\_\_\_\_ (Name of Business or Entity)  
a \_\_\_\_\_ on behalf of the business or entity.  
My commission expires:

\_\_\_\_\_  
(Notary Public)

MS

AA

**EXHIBIT A**

**OUTLOT 'B' (EXCEPT THE NORTHERLY 200 FEET AS MEASURED ON THE EASTERLY AND WESTERLY LINES THEREOF) IN HANOVER PARK TERRACE, A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID OUTLOT 'B'; THENCE NORTH 63 DEGREES 46 MINUTES 42 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT 'B' BEING ALSO THE NORTHEASTERLY RIGHT OF WAY LINE OF US 20 (LAKE STREET), 150.00 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 29 SECONDS EAST, 21.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY RIGHT OF WAY LINE OF WALNUT AVENUE; THENCE SOUTH 35 DEGREES 3 MINUTES 42 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, 15.00 FEET TO THE POINT OF BEGINNING.**

**Commonly Known As**

**ADDRESS: 2360-2400 Walnut Avenue, Hanover Park, IL 60133**

**PIN: 06-36-311-035-0000**

<b>MIN S. SUH; ANGELA SUH</b> 1495 NORTH SANDERS ROAD NORTHBRIDGE, IL 60062	Foster Bank 5225 North Kedzie Ave. Chicago, IL 60625	Loan Number <u>1004363-1</u> Date <u>09-01-2010</u> Maturity Date <u>09-01-2015</u> Loan Amount <u>\$ 1,009,419.35</u> Renewal Of _____
<b>BORROWER'S NAME AND ADDRESS</b>	<b>LENDER'S NAME AND ADDRESS</b>	
"I" includes each borrower above, jointly and severally.	"You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of one million nine thousand four hundred nineteen and 35/100 Dollars \$ 1,009,419.35

☒ **Single Advance:** I will receive all of this principal sum on 09-01-2010. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.

Conditions: The conditions for future advances are \_\_\_\_\_

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from 09-01-2010 at the rate of 6.250 % per year until 09-01-2015

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be \_\_\_\_\_ the following index rate: \_\_\_\_\_

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as \_\_\_\_\_  
A change in the interest rate will take effect \_\_\_\_\_

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

**ACCUAL METHOD:** Interest will be calculated on a Actual/360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to 5% OVER THE INTEREST RATE IDENTIFIED IN THIS NOTE

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5.000% of the late amount with a min of \$25.00

☐ **RETURN CHECK CHARGE:** I agree to pay the greater of \$ \_\_\_\_\_ or all costs and expenses incurred in connection with any payment on this loan that is returned because it has been dishonored.

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above:

**PAYMENTS:** I agree to pay this note as follows:

59 monthly payments of \$7,431.43 beginning 10-01-2010 and 1 balloon payment of \$868,155.71 on 09-01-2015.

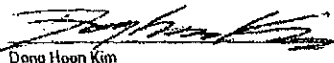
#### ADDITIONAL TERMS:

**COLLATERAL:** FIRST MORTGAGE AGAINST THE COMMERCIAL PROPERTY LOCATED AT 2380-2400 WALNUT AVE., HANDOVER PARK, IL

☐ **SECURITY:** This note is separately secured by (describe separate document by type and date):

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

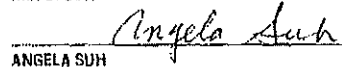
  
Dong Hoon Kim

**PURPOSE:** The purpose of this loan is TO REFINANCE THE EXISTING COMMERCIAL LOAN

☐ **CONFESSION OF JUDGMENT:** I agree to the terms of the "Confession of Judgment" paragraph on page 2.

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

  
MIN S. SUH

  
ANGELA SUH

UNIVERSAL NOTE

Exhibit © 1994, 1997 Bankers Systems, Inc., St. Cloud, MN Form UN-IL 3/8/2002

(page 1 of 2)

**DEFINITIONS:** As used on page 1, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW:** The law of the state of Illinois will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**COMMISSIONS OR OTHER REMUNERATION:** I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal if you and I agree to a different application of payments to your debt. I agree to pay you the balance of the loan, in part or, of the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full. If you and I make the prepayment, you and I agree in writing to the contrary.

**INTEREST.** Interest accrues on the principal remaining unpaid from time to time, until paid in full. I reserve the principal in more than one advance, each advance will start to earn interest only when the next advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated on the interest charged and accrued method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by *real estate* or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEBTOR, I will be bound by any one or more of the following covenants: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such change; (10) I fail to adequately invest my proceeds in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES; If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges);

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition (or not using any other remedy).

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**CONFESSION OF JUDGMENT:** If agreed on page 1, then, in addition to your remedies listed herein, I authorize any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment, without process, against me, in favor of you, for any unpaid principal, accrued interest and accrued charges due on this agreement, together with collection costs including reasonable attorney's fees.

together with collection costs including reasonable attorney's fees.

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, repayment or any other or similar type of cost if I am in default. In addition, if I am high in arrears on this note, I also agree to pay any costs I incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest), or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

collateral.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me

this form or a separate guarantee of endorsement. You may sue me alone, or any other or even who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice at all. If you sue me, you may sue me alone, or you may sue me along with any party to this agreement without releasing any other party. If you give notice of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will assign my obligation under this agreement without

**FINANCIAL INFORMATION:** I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. Any change in my address is agreed to be reflected in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

[illegible]

1081  
THIS DOCUMENT PREPARED BY:

Foster Bank  
5005 Newport Drive  
Rolling Meadows, IL 60008



Doc#: 1236322056 Fee: \$72.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/28/2012 10:01 AM Pg: 1 of 5

AFTER RECORDING MAIL TO:

FOSTER BANK / SAMANTHA LIM  
LOAN DEPARTMENT  
5005 NEWPORT DRIVE  
ROLLING MEADOWS, ILLINOIS 60008

loan#1004363 00001

8824101 F  
14 W F 1

MORTGAGE MODIFICATION AGREEMENT

This Indenture, made this 7<sup>th</sup> day of December 2012, by and between **FOSTER BANK**, an Illinois Banking Corporation, 5005 Newport Drive, Rolling Meadows, Illinois 60008, the owner of the mortgage hereinafter described, and **Min S. Suh and Angela Suh**, representing herself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

W I T N E S S E T H:

1. The parties hereby agree to modify the amount of the Note and extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of **Min S. Suh and Angela Suh**, secured by a mortgage dated September 1, 2010 and recorded September 9, 2010 in the office of the Recorder of Cook County, Illinois, as document number **1025229041** in the office of Recorder of Cook County, Illinois, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

OUTLOT "B" (EXCEPT THE NORTHERLY 200 FEET AS MEASURED ON THE EASTERLY AND WESTERLY LINES THEREOF) IN HANOVER PARK TERRACE, A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID OUTLOT "B"; THENCE NORTH 53 DEGREES 46 MINUTES 42 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT "B" BEING ALSO THE NORTHEASTERLY RIGHT OF WAY LINE OF US 20 (LAKE STREET), 150.00 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 29 SECONDS EAST, 21.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY RIGHT OF WAY LINE OF WALNUT AVENUE; THENCE SOUTH 35 DEGREES 3 MINUTES 42 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, 15.00 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 2360-2400 Walnut Ave., Hanover Park, IL 60133

PERMANENT INDEX NO.: 06-36-311-035-0000

2. The amount remaining unpaid on the indebtedness is  
**NINE HUNDRED FIFTY ONE THOUSAND TWO HUNDRED SIXTY THREE  
AND 88/100 UNITED STATES DOLLARS (\$951,263.88)**

3. New monthly payment: Interest and tax escrow payments only.

Effective Period: December 1, 2012 payment through  
March 1, 2013. Regular scheduled  
monthly payments will resume on  
April 1, 2013 payment.

4. Said indebtedness of **\$951,263.88** shall be paid on or  
before **September 1, 2015** as provided in the Promissory note or  
notes, copies of which is attached hereto as **Exhibit A**.

5. If any part of said indebtedness or interest thereon be  
not paid at the maturity thereof as provided in the promissory  
note or notes, or if default in the performance of any other  
covenant of the Owner shall continue after written notice  
thereof, the entire principal sum secured by said mortgage,  
together with the then accrued interest thereon, shall, without  
notice, at the option of the holder or holders of said principal  
note or notes, become due and payable, in the same manner as if  
said extension had not been granted.

6. This Modification Agreement is supplementary to said  
mortgage. All the provisions thereof and of the principal note  
or notes, including the right to declare principal and accrued  
interest due for any cause specified in said mortgage or notes,  
but not including any prepayment privileges unless herein  
expressly provided for, shall remain in full force and effect  
except as herein expressly modified. The Owner agrees to perform  
all the covenants of the grantor or grantors in said mortgage.  
The provisions of this indenture shall inure to the benefit of  
any holder of said principal note or notes and interest notes and  
shall bind the heirs, personal representatives and assigns of the  
Owner. The Owner hereby waives and releases all rights and  
benefits under and by virtue of the Homestead Exemption Laws of  
the State of Illinois with respect to said real estate. If the  
Owner consists of two or more persons, their liability hereunder  
shall be joint and several.



IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

*Min S. Suh*  
MIN S. SUH

*Angela Suh*  
ANGELA SUH

Address for notices:

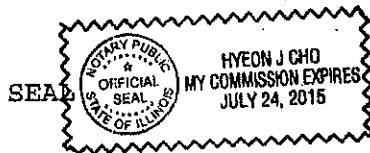
1495 North Sanders Road  
Northbrook, IL 60062

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that, **MIN S. SUH AND ANGELA SUH**, 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 severally acknowledged that (he) (she) they signed and delivered the said instrument as (his) (her) their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial, seal this 7<sup>th</sup> day of Dec., 2012.



*Hyeon J. Cho*  
Notary Public

My Commission Expires: 07-24-2015

Loan #1004363 00001

**"EXHIBIT A"****AMENDMENT/EXTENSION  
TO  
COMMERCIAL MORTGAGE BALLOON NOTE**

Date of Note: September 1, 2010

Amount of Note: \$1,009,419.35

Interest Rate: 6.25% Fixed

Amortized Period: 240 Months

Maturity Date: September 1, 2015

Borrower/Mortgagor: Min S. Suh and Angela Suh

Lender/Mortgagee: Foster Bank, an Illinois Banking Corporation

In consideration of Ten Dollars and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the Borrower and Lender do hereby agree to amend the above identified Note as follows:

Current Balance: \$951,263.88

New Monthly Payment: Interest and tax escrow payments only

Effective Period: December 1, 2012 payment through March 1, 2013  
Regular scheduled monthly payments will resume  
for April 1, 2013 payment

All other terms and conditions of the Note shall remain the same.

Loan #1004363 00001

Dated this \_\_\_\_\_ day of December, 2012

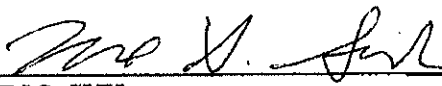
Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

BY: \_\_\_\_\_  
Dong Hoon Kim

TITLE: Loan Officer

Borrowers: Min S. Suh and Angela Suh

  
\_\_\_\_\_  
MIN S. SUH

  
\_\_\_\_\_  
ANGELA SUH

**Bank of Hope, successor to Foster Bank v. Min S. Suh and Angela Suh**

**AFFIDAVIT OF KELLY CHO**

**EXHIBIT “3”**

NILES  
8504 A GOLF ROAD  
NILES IL 60714

MIDWEST REGION  
4001 WEST DEVON AVE  
CHICAGO IL 60646

MIN S SUH  
ANGELA P SUH  
9048 N CHESTER AVE  
NILES IL 60714

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**Loan Payoff Statement**

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Loan Payoff for:	Loan Number:	100436300001
MIN S SUH	Date Quoted:	Mar 29, 2017
ANGELA P SUH	Payoff Good To:	Mar 29, 2017
9048 N CHESTER AVE	Method:	6/6
NILES IL 60714		

Collateral: 1ST MTG - 2360-2400 WALNUT AVE HANOVER PARK, IL 60133

Principal:	\$879,090.18
Interest To Mar 29, 2017:	\$90,045.69
Late Charges:	\$371.57
Negative Escrow	\$67,654.17
Environmental Fee	\$1,900.00
<b>Net Amount Due:</b>	<b>\$1,039,061.61</b>

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**Additional Information**

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One Day's Interest:	\$152.62
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**Bank of Hope, successor to Foster Bank v. Min S. Suh and Angela Suh**

**PLAINTIFF'S RULE 55(B) MOTION FOR DEFAULT JUDGMENT  
AND FOR JUDGMENT OF FORECLOSURE AND SALE**

**EXHIBIT "B"**

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

Bank of Hope, successor to Foster Bank,	)	No: 17-cv-02116
	)	
Plaintiff,	)	<b>Honorable Samuel Der-Yeghiayan</b>
	)	
v.	)	Property: 2360-2400 Walnut Ave.,
	)	Hanover Park, IL 60133
Min S. Suh and Angela Suh,	)	
	)	
Defendants.	)	<b>Commercial</b>

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**AFFIDAVIT OF ALEXANDER WRIGHT**

The undersigned being first duly sworn on oath states the following:

1. I am one of the attorneys of record for Bank of Hope, successor to Foster Bank, plaintiff in this matter and I have been licensed to practice law in the state of Illinois since 2013. I have knowledge and experience handling matters involving mortgage foreclosure actions.

2. Attached is a 2-page fee sheet detailing the services performed in conjunction with the loan entered into by Min S. Suh and Angela Suh. The detailed sheet was produced from my firm's billing system called TABS, which is accurate and widely used in the legal community to keep and maintain billing records.

3. The attached statement indicates the costs and services performed and the amount of time spent in handling this matter. Additional time will be spent in traveling to and from Court and presenting this case to this Court for Judgment. The hourly rate charged by our firm is \$275.00 which is within the range of fees customarily charged by firms in this area handling like matters. The attached sheet shows that a total of 16.85 hours of work were performed on this matter, for a total of \$4,633.75 in fees. Additionally, costs of \$1,164.28 were generated. Plaintiff seeks Court approval for an award of attorney's fees and costs in the amount of \$5,798.03.

4. Under penalties provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

Dated: June 6, 2017

Respectfully submitted,

ASHEN|FAULKNER

By: /S/Alexander Wright  
**Alexander N. Wright**  
Attorney for Bank of Hope

217 N. Jefferson St., Suite 601  
Chicago, Illinois 60661  
312.655.0800 / Atty. No.: 6314304  
[awright@ashenlaw.com](mailto:awright@ashenlaw.com)

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Hours to Bill	Amount	Ref #
Client ID 138.0111 Bank of Hope								
138.0111	01/13/2017	1	A	1	275.00	0.50	137.50 Review loan documents in re right of setoff. Memo to client in re the same.	ARCH
138.0111	01/16/2017	5	A	1	275.00	0.75	206.25 Review file in preparation for sending demands. Review public records for contact information for Suh, Chester Ave., address appears to be current per deed and tax records. Loan contains no specific default notice instructions. Draft and submit demands. Follow up with client for current mortgage.	ARCH
138.0111	01/17/2017	1	A	50	1.880		1.88 Postage for Demand Letters	ARCH
138.0111	01/23/2017	5	A	1	275.00	0.50	137.50 Receive and review MOF for both properties. Submit to Bank.	ARCH
138.0111	01/23/2017	1	A	50	500.000		500.00 Minutes of Foreclosure	ARCH
138.0111	01/25/2017	5	A	1	275.00	0.50	137.50 Receive and review voicemail from attorney for Borrowers, attempted to return call, left VM. Telephone call with attorney for Borrowers, they might have a short sale. Status to client.	ARCH
138.0111	01/27/2017	5	A	1	275.00	1.00	275.00 Telephone call with attorney for Borrowers in Re short sale. Review contact and provide same to Bank. Atty to provide draft statement. Exchange correspondence w/client in re shore sale and appointing a receiver and power of receiver to sell property. Memo to client in re the same.	ARCH
138.0111	01/30/2017	5	A	1	275.00	0.50	137.50 Telephone call and emails with attorney for Borrower in Re short-sale / deficiency plan. Attorney may not be able to meet Bank's deadline to provide draft settlement statement.	ARCH
138.0111	01/31/2017	5	A	1	275.00	0.25	68.75 Attorney isn't able to provide documents yet. Update Bank.	ARCH
138.0111	02/01/2017	5	A	1	275.00	0.75	206.25 Telephone call with attorney for Borrower in Re proposal. Bank wants to move forward, review all documentation on file and request missing documents.	ARCH
138.0111	02/02/2017	5	A	1	275.00	1.00	275.00 Begin drafting complaint for Walnut Property. Follow up with Bank for itemization of loan charges. Telephone call with attorney for Borrower.	ARCH
138.0111	02/03/2017	5	A	1	275.00	0.75	206.25 Review provided disclosures and forward to Bank. Continue drafting Complaint for Walnut, will file in Federal Court. Telephone call with Receiver.	ARCH
138.0111	02/03/2017	1	A	70	4.000		4.00 Cook County Recorder printing fees	ARCH
138.0111	02/07/2017	5	A	1	275.00	0.50	137.50 Review draft settlement statement as provide by Borrowers' attorney. Follow up with Bank.	ARCH
138.0111	02/13/2017	5	A	1	275.00	0.25	68.75 Emails with Bank in Re strategy for moving forward with foreclosure.	ARCH
138.0111	03/13/2017	5	A	1	275.00	0.75	206.25 Telephone call with attorney in Re short sale for Walnut only, update Bank. Complete Complaint for filing.	ARCH
138.0111	03/16/2017	5	A	1	275.00	0.75	206.25 Bank wants to push forward. Finalize Complaint for filing and draft Lis Pendens.	ARCH
138.0111	03/17/2017	1	A	70			400.00 Complaint filing fee	ARCH
138.0111	03/17/2017	1	A	70	0.250		21.00 copies	ARCH
138.0111	03/20/2017	1	A	70	50.000		50.00 Recorded Lis Pendens	ARCH
138.0111	03/23/2017	5	A	1	275.00	0.25	68.75 Review Bank's concerns regarding taxes on the draft closing statement and follow up with Bank on findings.	ARCH
138.0111	03/30/2017	5	A	1	275.00	1.50	412.50 Draft Receiver Motion and compile exhibits for the same. Draft NOM and prepare for filing.	ARCH
138.0111	03/31/2017	1	A	70	60.000		60.00 Stern #12675	ARCH
138.0111	04/05/2017	5	A	1	275.00	0.25	68.75 Emails with Bank in Re Borrower's global settlement proposal.	ARCH
138.0111	04/10/2017	5	A	1	275.00	0.50	137.50 Review correspondence from attorney for Borrower and forward to Bank.	ARCH
138.0111	04/12/2017	5	A	1	275.00	0.75	206.25 Draft Receiver order per Court's request and file in accordance with minute entry.	ARCH
138.0111	04/18/2017	5	A	1	275.00	0.25	68.75 Telephone call with Receiver in Re Bond and moving forward.	ARCH
138.0111	04/25/2017	5	A	1	275.00	1.00	275.00 Draft and file MDJ. Clerk to mail and deliver copies.	ARCH
138.0111	04/25/2017	1	A	70	0.670		1.34 postage	ARCH
138.0111	04/25/2017	1	A	70	0.250		36.06 Photocopies	ARCH
138.0111	05/01/2017	1	P	70	90.000		90.00 Stern # 13740	9
138.0111	05/02/2017	5	P	1	275.00	1.00	275.00 Appeared in Court for Motion for Entry of Default. Motion granted, matter set for prove-up. Update Bank.	23
138.0111	05/03/2017	5	P	1	275.00	0.25	68.75 Phone call with Receiver in Re status of property and rents.	24
138.0111	05/12/2017	5	P	1	275.00	0.75	206.25 Prepare Judgment Motion and Special Commissioner's Motion. Draft NOM for both. Follow up with Bank on Payoff sums.	25
138.0111	06/01/2017	5	P	1	275.00	0.50	137.50 Telephone call with attorney for Borrowers in Re status of matter. Informed atty that matter is under Bank review. Follow up with Bank for direction on pending prove-up hearing.	26
138.0111	06/05/2017	5	P	1	275.00	0.50	137.50 Draft Judgment of Foreclosure and Sale and SC proposed order.	27



**Detail Transaction File List**  
Law Offices of Deborah S. Ashen, Ltd.

<u>Client</u>	<u>Trans Date</u>	<u>Tmkr</u>	<u>H P</u>	<u>Tcode/ Task Code</u>	<u>Rate</u>	<u>Hours to Bill</u>	<u>Amount</u>		<u>Ref #</u>
Client ID 138.0111 Bank of Hope									
138.0111	06/05/2017	5	P	1	275.00	0.60	165.00	Prepare and file Motion for Entry of Judgment. Notify OC of intent to move forward.	28
Total for Client ID 138.0111					Billable	16.85	5,798.03	Bank of Hope Min S. Suh	
GRAND TOTALS									
					Billable	16.85	5,798.03		