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2002-01-18 12:49:43

Cook County Recorder Loan #1226400

THIS DOCUMENT PREPARED BY:

Samantha Lim Foster Bank 5225 N. Kedzie Avenue Chicago, IL 60625



29.00

AFTER RECORDING MAIL TO:

FOSTER BANK LOAN DEPARTMENT 5225 N. KEDZIE AVENUE CHICAGO, ILLINOIS 60625

1185178-KML Da

#### MORTGAGE EXTENSION/AMENDMENT AGREEMENT

This Indenture, made this 1st day of January, 2002, by and between FOSTER BANK, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and Myung Kap Koo, Dae Ho Kim, and Seung Bin Lim, representing themselves to be the owners of the real estate hereinafter and in said deed described ("Owner"),

### WITNESSETH:

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 Myung Kap Koo, Dae Ho Kim, and Seung Bin Lim, secured by a mortgage recorded December 24, 1998, in the office of the Recorder of Cook County, Illinois, as document number 08173398 conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOTS 7, 8 AND 9 AND A STRIP OF LAND 10 FEET IN WIDTH, EAST AND WEST, WEST OF AND ADJOINING SAID LOTS 7, 8, AND 9 IN DOLAND'S SUBDIVISION OF LOTS 10 AND 11 IN BLOCK 5 IN LINDEN GROVE SUBDIVISION IN THE NORTHWEST 1/2 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 20-21-101-004-0000 & 20-21-101-005-0000

COMMONLY KNOWN AS: 6339-43 S. Halsted Street, Chicago, IL 60621

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# **UNOFFICIAL COPY**

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- 2. The amount remaining unpaid on the indebtedness is THREE HUNDRED FIFTY THOUSAND FIVE HUNDRED TEN AND 33/100 UNITED STATES DOLLARS (\$350,510.33)
- 3. Said indebtedness of \$350,510.33 shall be paid on or before January 1, 2007 as provided in the Promissory note or notes, copies of which is attached hereto as Exhibit A.
- 4. The new interest rate of the loan will be **Prime Rate plus** 0.5. During the term of this loan, the applicable annual interest will not be more than 15.25% or less than 5%.
- 5. If any cart 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 Amendment 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 valess herein expressly provided for, shall remain in full torce 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.

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

Myung Kap Koo

Co Je (C

Dae Ho Kim

Seung Bin Lim

Address: 6339-43 S. Halsted Street

Chicago, IL 60621

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, Myung Kap Koo, Dae Ho Kim, and Seung Bin Lim, 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 severally acknowledged that they signed and delivered the said instrument as theirs free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_\_, 2002

(NOTARIAL SEAL)

Notary Public

My commission expires:

OFFICIAL SEAL SUNG AE LIM NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 1-25-2003

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"EXHIBIT A"

Loan #1226400

### **AMENDMENT** TO ADJUSTABLE RATE BALOON INSTALLMENT NOTE

Date of Note:

December 22, 1998

Amount of Note:

\$385,000.00

Interest Rate:

Prime + 1.0%

Amortized Period:

180 Months

Maturity Date:

January 1, 2002

Borrower/Mortgagor: Myung Kap Koo, Seung Bin Lim, and Dae Ho Kim

Lender/Mortgagee:

Foster Bank, an Illinois banking corporation

In consideration of Ten Dollars and other good and 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:

New Amount of Note: THREE HUNDRED FIFTY THOUSAND FIVE

HUNDRED TEN AND 33/100 UNITED STATES DOLLARS (350,510.33)

New Maturity Date: January 1, 2007

New Amortization Period: 144 Months

New Interest Rate:

Prime + 0.5%

New Borrower:

Englewood Trio, Myung Kap Koo, Seung Bin Lim, and

Dae Ho Kim

During the term of this loan, the minimum interest rate/Life time Floor rate shall be 5% per annum, and the maximum interest rate/Life time Cap shall not exceed 10% per annum above the initial rate.

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

### UNOFFICIAL COPO79763 Page 5 of 5

Dated this 1st day of January, 2002

DOO OF CO.

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

BY:

TITLE: AUP & Loan Officer

Borrower: Englewood Trio

Its Partner

Its Partner

Its Partner

Myung Kap Koo, Seung Bin Lim, and Dae Ho Kim

Myung Kap Koo

Seung Bin Lim

Dae Ho Kim