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Foster Bank
5225 N. Kedzie Ave.
Chicago, IL 60625
773-588-3355

(Lender)

0021463640

4204/0201 44 001 Page 1 of 4
2002-12-31 15:53:11
Cook County Recorder 30.50



MODIFICATION AND EXTENSION OF MORTGAGE

Property of Cook County Recorder's Office

GRANTOR: IL HYON KIM OK SUN KIM	BORROWER: IL HYON KIM OK SUN KIM
ADDRESS 228 W. SCOTT ST. CHICAGO, IL 60610	ADDRESS 228 W. SCOTT ST. CHICAGO, IL 60610 Real Estate Index <u>R1020731</u>

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 14TH day of NOVEMBER 2002, is executed by and between the parties indicated below and Lender.

- A. On JUNE 11, 2001, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of FORTY THOUSAND AND NO/100 Dollars (\$ 40,000.00), which Note was secured by a Mortgage ("Mortgage") executed by Grantor for the benefit of covering the real property described on Schedule A below ("Property") and recorded in Book _____ at Page _____ Filing date JUNE 24, 2001 as Document No. 10442918 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 JUNE 11, 2006, 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 NOVEMBER 14, 2002, the unpaid principal balance under the Note was \$ 34,431.57, and the accrued and unpaid interest on that date was \$ 50.94.
 - (3) Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described in 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 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:

HOME EQUITY LINE INCREASED ON 11/14/02 TO \$100,000.00

SCHEDULE A

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THE W 17.99 FT. OF THE E 57.75 FT. OF LOT 2 IN OLD TOWN SQUARE SUBDIVISION IN THE NE ¼ OF SECTION 4,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Real Property: 228 W. SCOTT ST.
CHICAGO, IL 60610

Permanent Index No(s) : 17-04-219-051-0000

SCHEDULE B

Grantor:


IL HYON KIM

Grantor:


OK SUN KIM

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Borrower:

Borrower:

0021463640

IL HYON KIM

OK SUN KIM

Guarantor:

Guarantor:

Guarantor:

Guarantor:

Lender: Foster Bank

LISA KANG
LOAN OFFICER

State of ILLINOIS)
County of COOK)

State of ILLINOIS)
County of COOK)

I, HEIDI YOON, a Notary public in and
For said County, in the State aforesaid, DO HEREBY
CERTIFY that IL HYON KIM & OK SUN KIM
personally known to me to be the same
personS whose nameS
subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that
they signed, sealed
and delivered the said instrument as THEIR
free and voluntary act, for the uses and purposes herein
set forth.

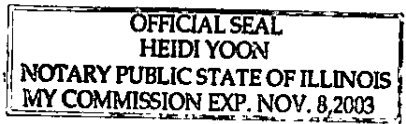
The foregoing instrument was acknowledged before me
this _____ by _____
LISA KANG
as LOAN OFFICER
on behalf of the FOSTER BANK

Given under my hand and official seal, this 14TH
day of NOVEMBER 2002

Given under my hand and official seal, this 14TH
day of NOVEMBER 2002

Notary Public

Notary Public



Commission expires: _____

Commission expires: _____

Prepared by and Return to: CHEE-SOO KIM / FOSTER BANK 5225 N. KEDZIE AVE., CHICAGO, IL 60625

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CHICAGO TITLE INSURANCE COMPANY

1603 ORRINGTON AVENUE, LL, EVANSTON, IL., 60201-3690

(847) 864-9000

AFFIDAVIT FOR TENANTS BY THE ENTIRETY

The undersigned parties execute this affidavit for the benefit of Chicago Title Insurance Company and for the purpose of inducing the Company to issue its title policy under the aforesaid number, free and clear of any exceptions with regard to the undersigned's creation of a tenancy by the entirety. In connection therewith, the undersigned aver as follows:

1. The parties are married and married to each other and that the marriage when contracted, "was valid at the time of the contract or subsequently validated by the laws of the place in which it was contracted or by the domicile of the parties and is not contrary to the public policy of the State of Illinois".
2. The land described in the aforesaid title insurance policy is improved with a structure containing no more than four residential dwelling units.
3. The parties, upon delivery of title to the land, intend to physically occupy said structure, or a unit thereof, within 30 days of such delivery and such property will be occupied by the undersigned as their primary domicile.

Signature

Signature

Name (Please print)

Name (Please print)

Date

Property Address:

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