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2003-02-13 10:38:56

Cook County Recorder 58.00



0030208912

THIS DOCUMENT PREPARED BY:

Foster Bank  
5225 N. Kedzie Avenue  
Chicago, IL 60625

AFTER RECORDING MAIL TO:

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

Loan#1023600

MORTGAGE AMENDMENT/EXTENSION AGREEMENT

This Indenture, made this 30th day of January, 2003, by and between **FOSTER BANK**, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and **MOON SUN SONG** representing 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 **MOON SUN SONG** as amended or modified, secured by a mortgage recorded December 19, 1997, in the office of the Recorder of Cook County, Illinois, as document number 97955750; Assignment of mortgage recorded August 13, 1999 as Document number 99774562 conveying to **FOSTER BANK**, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOT 2 (EXCEPT THAT PART OF LOT 2 DESCRIBED AS FOLLOWS. BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2: THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 25 FEET TO A POINT, THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT LYING IN THE NORTHERLY LINE OF SAID LOT 2, SAID POINT BEING 15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2, THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING, AS CONDEMNED IN CASE 79L21870) IN GEORGE A. LAGERSCHULTZE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

BOX 333-CT

1aep

7660708F1

L.D.M.W.F1

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COMMONLY KNOWN AS: 101-109 WEST NORTHWEST HIGHWAY, BARRINGTON, IL

PERMANENT INDEX NO.: 01-01-202-003-0000


The amount remaining unpaid on the indebtedness is **TWO HUNDRED TWENTY FIVE THOUSAND TWO HUNDRED EIGHTY FOUR AND 79/100 UNITED STATE DOLLARS (\$225,284.79)**

3. Said indebtedness of \$225,284.79 shall be paid on or before **February 1, 2008** as provided in the Promissory note or notes, copies of which is attached hereto as **Exhibit A**.
4. The interest rate of the loan will be **Prime Rate + 0.5%**. During the term of this loan, the minimum interest rate shall be 5% per annum, and the maximum interest rate shall not exceed 10% per annum above the initial interest rate.
5. There will be a prepayment penalty of 3% of the loan balance on all partial and full payments during first year, 2% during second year, and 1% during third, fourth, and fifth year.
6. 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.
7. This Amendment/Extension 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

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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.

  
\_\_\_\_\_  
Moon Sun Song

Address for notices:

720 West Creekside #208  
Mount Prospect, IL 60056

STATE OF ILLINOIS)

COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that, Moon Sun Song 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 20<sup>th</sup> day of January, 2003

(NOTARIAL SEAL)

  
\_\_\_\_\_  
Notary Public

My commission

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



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EXHIBIT A

Loan#1023600

AMENDMENT/EXTENSION  
TO  
ADJUSTABLE RATE BALLOON INSTALLMENT NOTE

Date of Note: December 17, 1997  
Amount of Note: \$470,000.00  
Interest Rate: Prime + 0.5%  
Amortized Period: 240 Months  
Maturity Date: January 1, 2003

Borrower/Mortgagor: Moon Sun Song

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:

Amended Amount of Note: TWO HUNDRED TWENTY FIVE THOUSAND TWO HUNDRED EIGHTY FOUR AND 79/100 UNITED STATE DOLLARS (\$225,284.79)

New Amortization: 120 Months

New Maturity Date: February 1, 2008

Interest Rate: Prime Rate as defined in the original adjustable balloon installment note. During the term of this loan, the minimum interest rate shall be 5% per annum, and the maximum interest rate shall not exceed 10% per annum above the initial interest rate.

Prepayment Penalty: There will be a prepayment penalty of 3% of the loan balance on all partial and full payments during the first year, 2% during second year, and 1% during third, fourth, and fifth year.

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

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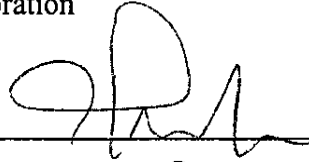
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Dated this 30th day of January, 2003

Lender/Mortgagee:

FOSTER BANK, an Illinois banking  
corporation

BY: \_\_\_\_\_

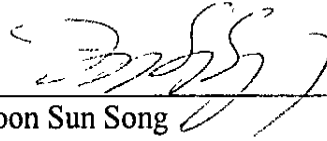


TITLE: \_\_\_\_\_

AVP

Borrower: Moon Sun Song

\_\_\_\_\_  
Moon Sun Song



Property of Cook County Clerk's Office

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