

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:

Mr. Cary K. Kabumoto, Esq.  
5204 N. Christiana Avenue  
Chicago, Illinois 60625



Doc#: 0410545054  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 04/14/2004 12:58 PM Pg: 1 of 5

AFTER RECORDING MAIL TO:

Mr. James A. Draths V.P.  
THE NORTHERN TRUST COMPANY  
265 East Deerpath Road  
Lake Forest, Illinois 60045

## AMENDMENT AGREEMENT

This Indenture, made this 19th day of March, 2004 by and between **THE NORTHERN TRUST COMPANY**, an Illinois Banking Corporation, 50 South LaSalle Street, Chicago, Illinois 60675, the owner of the mortgage hereinafter described, and **JASON KANG and CATHERINE KANG**, representing himself 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 amend the interest rate and amortization period of the indebtedness evidenced by the principal promissory note or notes of **JASON KANG and CATHERINE KANG**, secured by a mortgage recorded March 6, 2002, in the office of the Recorder of Cook County, Illinois, as document number 0020253448 conveying to **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

PARCEL 1:

THE WEST 59.34 FEET AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF, OF THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THAT PART LYING EAST OF THE SOUTHEASTERLY LINE OF DEARLOVE OF THE WEST 616.0 FEET OF LOT 12, EXCEPT THE SOUTH 598.0 FEET THEREOF IN THE COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH LIES EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID TRACT FROM A POINT THEREON, 170.27 FEET WEST OF THE SOUTHEAST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

7990140 DB

9SKITON

# UNOFFICIAL COPY

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SHOWN IN THE DECLARATION OF EASEMENTS, MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 27, 1971 AND KNOWN AS TRUST NUMBER 42831 DATED JANUARY 27, 1972 AND RECORDED MARCH 17, 1972 AS DOCUMENT NUMBER 21838884, FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 10481 DEARLOVE, GLENVIEW, ILLINOIS 60025

PERMANENT INDEX NO.: 04-32-401-102-0000

2. The current balance is **\$395,933.96**.
3. The New Interest Rate shall be **FIVE AND THREE-QUARTERS PERCENT (5.75%)** beginning April 1, 2004.
4. The balance shall be amortized over an **Eighteen (18) year** period.
5. The indebtedness shall be due and payable on **March 1, 2012** as provided in the Commercial Mortgage Balloon Note, as amended, a copy of which is attached hereto as **Exhibit A**.
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 amendment had not been granted.
7. 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 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.

# UNOFFICIAL COPY

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

Jason Kang  
JASON KANG

Catherine Kang  
CATHERINE KANG

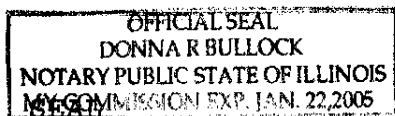
Address for Notices:

1795 South Wedgewood Drive  
Lake Forest, Illinois 60045

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF LAKE     )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JASON KANG and CATHERINE KANG 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 acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 1st day of April, 2004.

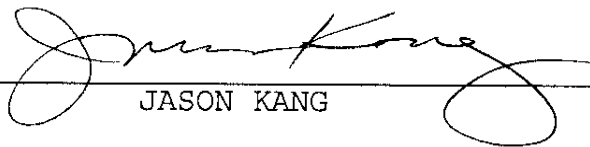


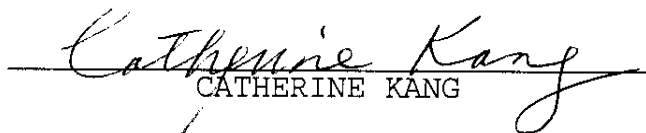
Donna R Bullock  
Notary Public

My Commission Expires: Jan 22, 2005

# UNOFFICIAL COPY

Borrower/Mortgagor:

  
\_\_\_\_\_  
JASON KANG

  
\_\_\_\_\_  
CATHERINE KANG

~~Property of Cook County Clerk's Office~~

**UNOFFICIAL COPY**

EXHIBIT A

**AMENDMENT  
TO  
COMMERCIAL MORTGAGE BALLOON NOTE**

Date of Note: February 28, 2002

Amount of Note: \$415,000.00

Current Balance: \$395,933.96

Interest Rate: Seven and One-Half Percent (7.5%)

Maturity Date: March 1, 2012

Amortization Period: Twenty (20) Years

Borrower/Mortgagor: JASON KANG and CATHERINE KANG

Lender/Mortgagee: THE NORTHERN TRUST COMPANY, 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 Interest Rate: FIVE AND THREE-QUARTERS PERCENT (5.75%)**

**New Amortization Period: Eighteen (18) Years**

**Effective Date of Amendment: April 1, 2004**

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

Dated this 19th day of March, 2004.

Lender/Mortgagee:

THE NORTHERN TRUST COMPANY, an  
Illinois banking corporation

By: James A. Draths  
JAMES A. DRATHS

Title: Vice President