

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:

Jay Kong  
Foster Bank  
5225 N. Kedzie Avenue  
Chicago, IL 60625



Doc#: 0421539015  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 08/02/2004 08:57 AM Pg: 1 of 6

AFTER RECORDING MAIL TO:

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

288  
7936497019

## EXTENSION AND MODIFICATION AGREEMENT

This Indenture, made this 14th day of July 2004, by and between **FOSTER BANK**, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and **Kwan Su Kim and Young S. Kim**, 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 modify the amount of the Note and interest rate extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of **Kwan Su Kim.**, as amended or modified, secured by a mortgage recorded July 16, 2001, in the office of the Recorder of Cook County, Illinois, as document number 0010628440; Amendment/Extension recorded May 30, 2003 as Document number 0315026199 conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois, described as follows:

THE LEGAL DESCRIPTION OF THE PROPERTY IS:

PARCEL 2:

LOT 9, 10, 11, 12, 13, 14, 15 AND 16 IN THE SUBDIVISION OF PART OF LOT 1 IN RICHOW AND BAUERMEISTERS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERICIAN, IN COOK COUNTY, ILLINOIS.

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Commonly known as: **2634-32 West Barry**  
**Chicago, IL**

Permanent Index Number(s): 13-25-206-022 & 13-25-206-027 &  
13-25-206-032

2. The amount remaining unpaid on the indebtedness is **FIVE HUNDRED FIFTY THOUSAND AND NO CENTS UNITED STATES DOLLARS (\$550,000.00)**.

**The loan amount has been increase from \$550,000 to \$650,000.**

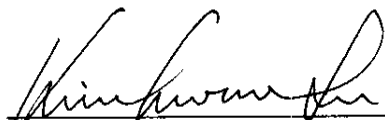
3. Said indebtedness of **\$650,000.00** shall be paid on or before **April 28, 2005** as provided in the Revolving Credit Note, or notes, copies of which is attached hereto as **Exhibit A**.

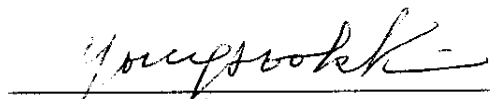
4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as provided in the promissory note or notes, or if default in the performance of any other covenant of the Owner shall continue after written notice thereof, the entire principal sum secured by said mortgage, 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.

5. This 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 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.

  
Kwan Su Kim

  
Young S. Kim

Address: 3 Ashford  
Lincolnshire, IL 60019

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kwan Su Kim and Young S. Kim, who are personally known to me to be the same person(s) whose name(s) are 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 therein set forth.

GIVEN under my hand and Notarial, seal this 15th day of July, 2004.

SEAL



  
Notary Public

My Commission Expires:

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CHICAGO TITLE INSURANCE COMPANY  
1700 S. ELMHURST RD., MT. PROSPECT, ILLINOIS 60056

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. : 7936497

Loan No. 700/670

Date 7/14/04

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:  
N/A

2. That all management fees, if any, are fully paid, except the following:  
N/A

3. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:  
N/A

4. That there are no unrecorded contracts or options to purchase the land, except the following, if any:  
N/A

5. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:  
N/A

6. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

7. That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. [DELETE STATEMENT IF NOT APPLICABLE.]

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner  
[Signature] (Seal)

[Signature] (Seal)

Purchaser  
\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on July 14, 2004. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated 7/14/04

[Signature]  
Signature

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## EXHIBIT "A"

**AMENDMENT/EXTENTION  
TO  
REVOLVING CREDIT NOTE**

**Loan#1001670**

Date of Note: April 28, 2004

Amount of Note: \$550,000.00

Interest Rate: Prime + 0.5% (floor rate 5.0%)

Maturity Date: April 28, 2005

Borrower/Mortgagor: Kwan Su 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: \$650,000.00


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

Dated this 14<sup>th</sup> day of July, 2004

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Lender/Mortgagee:

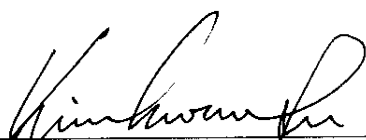
FOSTER BANK, an Illinois banking Corporation

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

TITLE: VP

Borrower/Mortgagor:

Kwan Su Kim

By:  \_\_\_\_\_  
Kwan Su Kim

Property of Cook County Clerk's Office