

UNOFFICIAL COPY



Foster Bank /Chee-Soo Kim
5225 N. Kedzie Ave.
Chicago, IL 60625
#701531

Doc#: 0426520168
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 09/21/2004 12:45 PM Pg: 1 of 4



BOX 169

MODIFICATION AND EXTENSION OF MORTGAGE

REI # 219233

GRANTOR:	BORROWER:
YONG SOON BYUN HO KWAN BYUN	YONG SOON BYUN HO KWAN BYUN
ADDRESS	ADDRESS
1720 N LASALLE DR #3 CHICAGO, IL 60614	1720 N LASALLE DR #3 CHICAGO, IL 60614

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 3RD day of SEPTEMBER 2004, is executed by and between the parties indicated below and Lender.

- A. On JUNE 20, 2003, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of ONE HUNDRED THIRTY THOUSAND AND NO/100 Dollars (\$ 30,000.00), 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 JULY 10, 2003 as Document No. 0319142329 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 20, 2008, 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 SEPTEMBER 3, 2004 the unpaid principal balance under the Note was \$ 93,635.04, and the accrued and unpaid interest on that date was \$ _____.
 - (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 INCREASING FROM \$130,000.00 TO \$150,000.00 ON SEPTEMBER 3, 2004
RATE CHANGING FROM PRIME +1.00% WITH NO FLOOR RATE TO PRIME +1.25% WITH FLOOR RATE OF 4.00%

UNOFFICIAL COPY

SCHEDULE A

SEE ATTACHED


Address of Real Property: 1720 N. LASALLE DR #3, CHICAGO, IL 60614

Permanent Index No(s): 14-33-414-062-1003

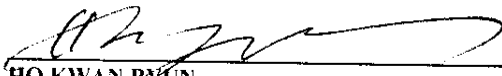
SCHEDULE B

Property of Cook County Clerk's Office

Grantor:


YONG SOON BYUN

Grantor:


HO KWAN BYUN

UNOFFICIAL COPY

Borrower:

[Signature]
YONG SOON BYUN

Guarantor:

Guarantor:

Borrower:

[Signature]
HO KWAN BYUN

Guarantor:

Guarantor:

Lender: Foster Bank

[Signature]
LISA KANG
LOAN OFFICER

State of Illinois)

County of Cook) ss.

State of Illinois)

County of Cook) ss.

I, Chee-Soo Kim a Notary public in and
For said County, in the State aforesaid, DO HEREBY
CERTIFY that Yong Soon Byun & Ho
Kwan Byun personally known to me to be the same
person S whose name S
_____ subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that
the y 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 A.V.P. & Loan Officer
on behalf of the Foster Bank

Given under my hand and official seal, this 3rd
day of September 2004

Given under my hand and official seal, this 3rd
day of September 2004

[Signature]
Notary Public

[Signature]
Notary Public



Commission expires: _____

Commission expires: _____

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

UNOFFICIAL COPY

000219238 01580

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

UNIT NUMBER 3 IN EUGENIE TERRACE TOWNHOUSES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

A TRACT OF LAND IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISED OF CERTAIN LOTS IN NORTH ADDITION TO CHICAGO; IN COUNTY CLERK'S DIVISION OF THAT PORTION OF UNSUBDIVIDED LANDS LYING BETWEEN THE EAST LINE OF NORTH ADDITION AND THE WEST LINE OF NORTH CLARK STREET, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, AFORESAID; IN JOHN C. ENDER'S SUBDIVISION OF THE EAST 60 FEET OF SUB-LOTS 4 AND 5 OF LOTS 7 AND 8 AND OF LOT 6 NORTH OF EUGENIE STREET IN NORTH ADDITION TO CHICAGO; AND IN ADOLPH OLSEN'S SUBDIVISION OF PART OF LOTS 6 AND 7 IN SAID NORTH ADDITION TO CHICAGO; WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 30, 1987 AS DOCUMENT 87680770, AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE 167 A DEPICTED ON EXHIBIT "E" ATTACHED TO THE DECLARATION OF AND AGREEMENT OR COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS RECORDED JUNE 19, 1986 DEED 86251239