

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:



Foster Bank  
5225 N. Kedzie Avenue  
Chicago, IL 60625

Doc#: 0432719007  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 11/22/2004 08:37 AM Pg: 1 of 7

AFTER RECORDING MAIL TO:

FOSTER BANK/Tae Gil Lee  
LOAN DEPARTMENT  
5225 N. KEDZIE AVENUE  
CHICAGO, ILLINOIS 60625

LOAN#1027200

## MORTGAGE AMENDMENT/EXTENSION AGREEMENT

This Indenture, made this 9th day of November, 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 **Ki Ho Kim and Yong Han Kim, Tenants in Common**, 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 **Ki Ho Kim and Yong Han Kim, Tenants in Common**, secured by a mortgage dated August 16, 1999 and recorded August 18, 1999, in the office of the Recorder of Cook County, Illinois, as documents number 99789096, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOTS 26 AND 27 IN BLOCK 17 IN GROSSDALE, A SUBDIVISION OF THE SOUTH EAST ¼ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 8838-40 Brookfield Avenue and 3737-43 Prairie Avenue, Brookfield, Illinois

PERMANENT INDEX NO.: 15-34-422-029-0000

2. The amount remaining unpaid on the indebtedness is ONE HUNDRED EIGHTY SIX THOUSAND SEVEN HUNDRED TWENTY SIX AND 08/100 UNITED STATES DOLLARS (\$186,726.08)

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Fall

BWB

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3. Said indebtedness of **\$186,726.08** shall be paid on or before **December 1, 2009** 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.

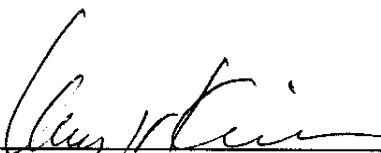
5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as provided in the promissory note or notes, or if default in the performance of any other covenant of the Owner shall continue after written notice thereof, the entire principal sum secured by said mortgage,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


6. 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 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.

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BORROWER: YONG HAN KIM AND KI HO KIM

  
\_\_\_\_\_  
YONG HAN KIM

  
\_\_\_\_\_  
KI HO KIM

Property of Cook County Clerk's Office

Address for notices:

4605 Raymond Avenue, Brookfield,  
Illinois 60513

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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF ILLINOIS) )  
 ) ) SS.  
COUNTY OF COOK ) )

I, \_\_\_\_\_ the Undersigned \_\_\_\_\_, a Notary Public in and for said County, in the State of aforesaid, do hereby certify that on this day personally appeared before me, YONG HAN KIM and KI HO KIM, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waive of rights of redemption and waive of all rights and benefits under and by virtue of the homestead exemption laws of this state.

Given under my hand and notarial seal this 9th day of NOVEMBER, 2004.

(NOTARIAL SEAL)



Soo D Yi  
Notary Public

My commission expires: 7/14/2005

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EXHIBIT "A"

**AMENDMENT  
TO  
ADJUSTABLE RATE BALLOON INSTALLMENT NOTE**

Date of Note: October 1, 1999

Amount of Note: \$263,000.00

Interest Rate: Prime Rate

Amortized Period: 180 Months

Maturity Date: September 1, 2004

Borrower/Mortgagor: Ki Ho Kim and Yong Han 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: ONE HUNDRED EIGHTY SIX THOUSAND SEVEN HUNDRED TWENTY SIX AND 08/100 UNITED STATES DOLLARS (\$186,726.08)

New Maturity Date: December 1, 2009

New Interest Rate: Prime + 0.5%

New Monthly Payment: \$2,003.42

New Amortization Period: 120 Months

Prepayment Penalties: If the Lender receives a prepayment on or before the fifth anniversary of the date of the first payment due date of the Note, the prepayment Penalty shall be equal to ONE PERCENT (1%) of the remaining Principal balance of the Note.

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

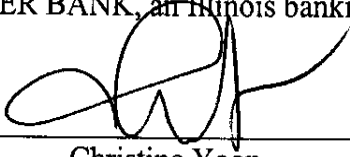
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Dated this 9th day of November, 2004

**Lender/Mortgagee:**

FOSTER BANK, an Illinois banking corporation

BY:

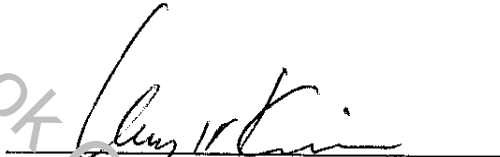


Christine Yoon

TITLE: Assistant Vice President/Loan Officer

**Borrower :**

Yong Han Kim and Ki Ho Kim



Yong Han Kim



Ki Ho Kim

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CHICAGO TITLE INSURANCE COMPANY

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. 007827867

Loan No. 1027200

Date 8/18/1999

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... 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... 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 enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledges 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) Purchaser (Signature) (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 disbursement. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated 11/09/04

Signature J. G. Lee