### **UNOFFICIAL COPY**

10th

83680394W

THIS DOCUMENT PREPARED BY:

Foster Bank 5225 N. Kedzie Avenue Chicago, IL 60625

AFTER RECORDING MAIL TO:

FOSTER BANK/TAE GIL LEE LOAN DEPARTMENT 5225 N. KEDZIE AVENUE CHICAGO, ILLINOIS 60625



Doc#: 0507519005 Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 03/16/2005 08:41 AM Pg: 1 of 5

LOAN#1000610

#### MORTGAGE AMENDMENT/EXTENSION AGREEMENT

This Indenture, made this 10th day of February, 2005, by and between FOSTER BANK, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and KWANG HO LEE AND MIHWA LEE, AS JOINT TENANTS, representing themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

#### WITNESSETH:

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 KWANG HO LEE AND MIHWA LEE, AS JOINT TENANTS, secured by a mortgage dated December 16, 1999 and recorded December 21, 1999, in the office of the Recorder of Cook County, Illinois, as documents number 09182892 conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOTS 53 AND 54 IN BLOCK 2 IN COLLINS AND GAUNTLETT'S TRVING PARK GARDENS, BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6124 WEST IRVING PARK ROAD, CHICAGO, ILLINOIS

PERMANENT INDEX NO.: 13-17-314-068-0000 AND 13-17-314-069-0000

2. The amount remaining unpaid on the indebtedness is ONE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED TWELVE AND 65/100 UNITED STATES DOLLARS (\$111,712.65)

Box 334

AN DB

0507519005 Page: 2 of 5

## **UNOFFICIAL COPY**

- 3. Said indebtedness of \$111,712.65 shall be paid on or before March 1, 2010 as provided in the Promissory 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 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 Momestead Exemption Laws of the State of Illinois with respect to said real estate. 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.

Kwang Ho Lee

Mihwa Lee

Address for notices:

3219 Greenbriar Drive Glenview, IL 60025

0507519005 Page: 3 of 5

#### UNOFFICIAL C

EXHIBIT A

#### **AMENDMENT** TO ADJUSTABLE RATE BALLOON INSTALLMENT NOTE

Date of Note:

December 19, 1999

Amount of Note:

\$150,000.00

Interest Rate:

Prime rate

Amortized Period:

240 Months

Maturity Date:

January 1, 2005

Borrower/Mortgagor: Kwang Ho Lee and Mi Hwa Lee

Lender/Mortgagee:

Foster Bark, 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 ELEVEN THOUSAND SEVEN HUNDRED TWELVE AND 65/100 UNITED STATES DOLLARS (\$111,712.65) T Clart's Office

New Interest Rate:

6.5% Fixed

New Monthly Payment: \$973.14

New First Payment date:

April 1, 2005

New Maturity Date: March 1, 2010

New Amortization Period: 180 Months

Prepayment Penalties: If the Lender receives a prepayment on or before the 1st anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 5% of the remaining Principal balance of the Note. If the Lender receives a prepayment after the 1st anniversary but on or before the 2nd anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 4% of the remaining Principal balance of the Note. If the Lender receives a prepayment after the 2nd anniversary but on or before the 3rd anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 3% of the remaining Principal balance of the Note. If the Lender receives a prepayment after the 3rd anniversary but on or before the

0507519005 Page: 4 of 5

### **UNOFFICIAL COPY**

4th anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 2% of the remaining Principal balance of the Note. If the Lender receives a prepayment after the 4th anniversary of the date of the first payment due date of the Note, but before the due date of the Note, the Penalty shall be equal to 1% of the remaining Principal balance of the Note.

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

Dated this 10th day of February, 2005

Lender/Mortgagee:

FOSTER BANK, an-Illinois banking corporation

BY: \_\_

Christine Yoon

7/17LF: Assistant Vice President/Loan Officer

Borrower:

Kwang Ho Lee and Mi Hwa Lee

Kwang Ho Lee

Mi Hwa Lee

0507519005 Page: 5 of 5

# **UNOFFICIAL COPY**

#### INDIVIDUAL ACKNOWLEDGMENT

STATE	OF	ILLIN	OIS)	
			)	SS.
COUNTY	Y OF	COOK	)	

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me, KWANG HO LEE and MI HWA LEE, 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 <u>10th</u> day of February, 2005

(NOTARIAL SEAL)

OFFICIAL SEAL

GRACE LEE

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-18-2005

-Notary Public

My commission expires: