# **UNOFFICIAL**



THIS DOCUMENT PREPARED BY:

Foster Bank 5225 N. Kedzie Avenue Chicago, IL 60625

AFTER RECORDING MAIL TO:

FOSTER BANK/MARK KIM LOAN#4062000 5225 N. KEDZIE AVENUE CHICAGO, ILLINOIS 60625

0603933150 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/08/2006 10:43 AM Pg: 1 of 5

#### AYPENSION AND MODIFICATION AGREEMENT

This Indenture, made this 30th day of November 2005, by and between FOSTER BANK, ar. Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Tilinois 60625, the owner of the mortgage hereinafter described, and Byo Sup Kwon and Hung Hee Kwon, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

#### WITNESSETH:

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 The Source of Apparel, Inc., as amended or modified, secured by a mortgage recorded November 5, 2004, in the office of the Recorder of Cook County, Illinois, as document number 0431034059 conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

THE LGGAL DESCRIPTION OF THE PROPERTY IS:

LOT 9 OF "THE COURTS", A SUBDIVISION OF THE SOUTH 726.0 FEET OF THE EAST 300 FEET OF THE WEST 732.50 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO OF PART OF LOT 33 IN STONEHEDGE BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21 AFORESAID, ACCORDING TO THE PLAT

Box 334

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THEREOF RECORDED JULY 21, 1976 AS DOCUMENT 23567885 IN COOK COUNTY, ILLINOIS

Commonly known as: 2472 Greenview Road Northbrook, IL 60062

Permanent Index Number(s): 04-21-109-026-0000

- 2. The amount remaining unpaid on the indebtedness is FIVE HUNDRED FITY THOUSAND AND NO CENTS UNITED STATES DOLLARS (\$1,000,000.00).
  - 3. Said indebtedness of \$1,000,000.00 shall be paid on or before October 11, 2006 as provided in the Revolving Credit Note, or notes, copies of which is attached hereto as Exhibit B.
  - 4. The loan amount has been increase from \$1,000,000 to \$1,100,000
  - 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 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

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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.

Hyo Sup Kwon

Address: 2472 Greenview Road

Northbrook, IL 60062

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 Hyo Sup Kwon and Jung Hee Kwon, 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 <u>30th</u> day of <u>November</u>, 2005.



My Commission Expires:

Notary Public

0603933150 Page: 4 of 5

### UNOFFICIAL C

EXHIBIT "B"

#### AMENDMENT/EXTENTION TO REVOLVING CREDIT NOTE

Date of Note:

October 11, 2004

Amount of Note:

\$1,000,000.00

Interest Rate:

Prime + 0.5% (floor rate of 5.0%)

Maturity Date

October 11, 2005

Borrower/Mortgagoi: The Source of Apparel

Collateral:

1) First mortgage against a residential property located at 2472

Green iew RD, Northbrook, IL 60062

2)First pc sit.on UCC/Security agreement on all inventory and

second position on account receivables of the borrower. 3) First position on assignment of life insurance in the

amount of \$650,000.

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 al parties, the Borrower and Lender do hereby agree to amend the above identified Note as foile vs:

New Loan Amount:

\$1,100,000.00

New Maturity Date: October 11, 2006

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

Dated this 30th day of November, 2005

603933150 Page: 5 of 5

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Lender/Mortgagee:

FOSTER BANK, an Illinois banking

Corporation

TITLE:\_

Borrower/Mortgagor:

The Source of Apparel

Hyc Sup Kwon, President & Secretary Clart's Office