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Foster Bank
5225 N. Kedzie Ave.
Chicago, IL 60625
(773) 588-3355
Loan# 7023344



Doc#: 0813508004 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/14/2008 09:56 AM Pg: 1 of 4

824435

MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR(S)	BORROWER(S)
PAUL K. KWAK SARAH H. KWAK	PAUL K. KWAK SARAH H. KWAK
ADDRESS	ADDRESS
4802 WOODCLIFF CT ROLLING MEADOWS , IL 60008	4802 WOODCLIFF CT ROLLING MEADOWS , IL 60008

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 30th day of April, 2008, is executed by and between the parties indicated below and Lender.

A. On July 19, 2006, 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 THOUSAND Dollars (\$100,000.00), 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 August 17, 2006 as Document No. 0622908274 Mortgage Modification Filing date June 23, 2007 as Document No. 0717908113 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, 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 July 19, 2011, 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 April 30, 2008, the unpaid principal balance under the Note was \$116,497.43, and the accrued and unpaid interest on that date was \$484.71.
 - (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;
 - (7)

***HOME EQUITY LINE INCREASED FROM \$150,000.00 TO \$256,000.00

***RATE CHANGING FROM Prime-0.750% WITH FLOOR RATE OF 5.000% AND WITH AUTO DEBIT
TO Prime+0.250% WITH FLOOR RATE OF 5.000% AND WITH AUTO DEBIT

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SCHEDULE A

LOT 1 (EXCEPT THE WEST 4 FEET) IN OAK VALLEY ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Real Property: 4802 WOODCLIFF CT
ROLLING MEADOWS , IL 60008

Permanent Index No(s): 02-34-200-139-0000

SCHEDULE B

Grantor:

Grantor:

Paul K Kwak

Sarah D. Kwak

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Borrower:

X Paul K Kwak

Borrower:

X Sarah T. Kwak

Guarantor:

Guarantor:

Guarantor:

Guarantor:

Lender: **Foster Bank**

LISA KANG / LOAN OFFICER

State of _____)
County of _____) ss.

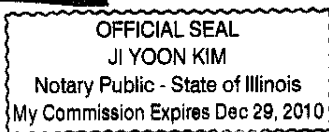
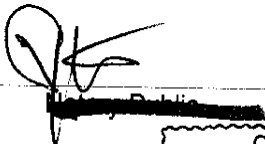
State of _____)
County of _____) ss.

I, _____, a Notary public in and
For said County, in the State aforesaid, DO HEREBY CERTIFY
that _____
personally known to me to be the same
person _____ whose name
_____ subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that
_____ he _____ signed, sealed
and delivered the said instrument as _____
free and voluntary act, for the uses and purposes herein set
forth.

The foregoing instrument was acknowledged before me this
_____ by _____
_____ as _____
_____ on behalf of the _____

Given under my hand and official seal, the 30th day of
April, 2008

Given under my hand and official seal, this _____
day of _____



Notary Public

Commission expires: _____

Commission expires: _____

Prepared by and Return to: **KENNY LEE / FOSTER BANK 5225 N. KEDZIE AVE., CHICAGO, IL 60625**

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CHICAGO TITLE INSURANCE COMPANY

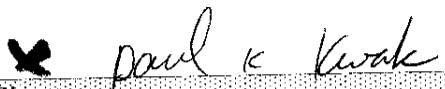
505 E. NORTH AVENUE CAROL STREAM, IL 60188

(847) 864-8998

AFFIDAVIT FOR TENANTS BY THE ENTIRETY

The undersigned parties execute this affidavit for the benefit of Chicago Title Insurance Company and for the purpose of inducing the Company to issue its title policy under the aforesaid number, free and clear of any exceptions with regard to the undersigned's creation of a tenancy by the entirety. In connection therewith, the undersigned avers as follows:

1. The parties are married and married to each other and that the marriage when contracted, "was valid at the time of the contract or subsequently validated by the laws of the place in which it was contracted or by the domicile of the parties and is not contrary to the public policy of the State of Illinois".
2. The land described in the aforesaid title insurance policy is improved with a structure containing no more than four residential dwelling units.
3. The parties, upon delivery of title to them, intend to physically occupy said structure, or a unit thereof, within 30 days of such delivery and such property will be occupied by the undersigned as their primary domicile.


 Signature _____


 Signature _____

~~PAUL K. KWAK~~
 Name (Please print) _____

~~SARAH J. KWAK~~
 Name (Please print) _____

04/30/08

Date

Property Address: 4802 WOODCLIFF CT
 ROLLING MEADOW IL 60008