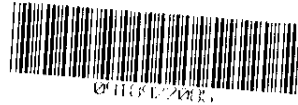


UNOFFICIAL COPY



THIS DOCUMENT PREPARED BY:

Foster Bank
5225 N. Kedzie Avenue
Chicago, IL 60625

Doc#: 0918922085 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/08/2009 01:28 PM Pg: 1 of 4

AFTER RECORDING MAIL TO:
FOSTER BANK/ALBERT LEE
LOAN# 4077000-1
5225 N. KEDZIE AVENUE
CHICAGO, ILLINOIS 60625

EXTENSION AND MODIFICATION AGREEMENT

This Indenture, made this 19th day of June 2009, by and between **FOSTER BANK**, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and Sung Hyo Yom and Soo Hee Yom, As Tenants In Common representing himself or themselves to the owner 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 Yonis Hat Mfg., Inc., an Illinois Corporation, as amended or modified, secured by a mortgage recorded June 12, 2008, in the office of the Recorder of COOK County, Illinois, as document number 0816431018, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOT 19 AND 20 IN BLOCK 17 IN WALKER'S SUBDIVISION OF BLOCKS 1 TO 31 INCLUSIVE 8N W. B. WALKER'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

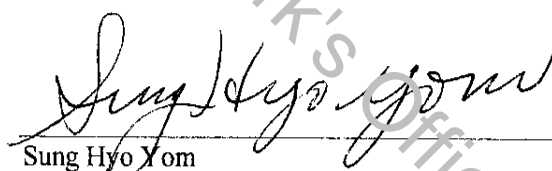
Commonly known as: 4225 North Pulaski Road, Chicago, IL, 60641

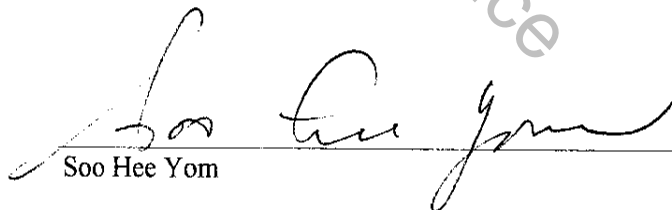
Permanent Index Number(s): 13-14-308-013-0000;
13-14-308-014-0000

UNOFFICIAL COPY

- 2 New loan amount will be increased from \$280,000.00 to \$150,000.00
- 3 The amount remaining unpaid on the indebtedness is
One hundred Thirty Three thousand Nine hundred Sixteen and 24/100 United State Dollars (\$133,916.24)
- 4 Said indebtedness of \$150,000.00 shall be paid on or before March 18, 2010 as provided in the Revolving Credit Note, or notes, copies of which is attached hereto as Exhibit B.
- 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/Modification 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


Sung Hyo Yom


Soo Hee Yom

Address: 4225 North Pulaski Road
Chicago, IL, 60641

UNOFFICIAL COPY

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 Sung Hyo Yom and Soo Hee Yom, As Tenants In Common, 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.

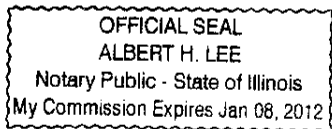
GIVEN under my hand and Notarial seal this 19th day of June, 2009,

SEAL



Notary Public

My Commission Expires:



UNOFFICIAL COPY

EXHIBIT "B"

AMENDMENT / EXTENSION TO

REVOLVING CREDIT NOTE

Loan No.: 4077000-1

- 1) Date of Note: March 18, 2008
 Amount of Note: \$280,000.00
 Interest Rate: Prime+1.500%
 Maturity Date: March 18, 2009
- 2) Date of Note: March 18, 2009
 Amount of Note: \$280,000.00
 Interest Rate: Prime+1.500%
 Maturity Date: May 18, 2009
- 2) Date of Note: May 18, 2009
 Amount of Note: \$280,000.00
 Interest Rate: Prime+1.500%
 Maturity Date: March 18, 2010

Borrower: Yoms Hat Mfg., Inc.

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: \$150,000.00


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

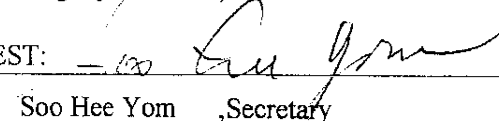
Dated this 19th day of June, 2009

Lender:
FOSTER BANK, an Illinois banking corporation

BY: 
Jun Lee / Loan Officer

Borrower:
Yoms Hat Mfg., Inc.

BY: 
ITS: Sung Hyo Yom, President

ATTEST: 
ITS: Soo Hee Yom, Secretary

g
AW

Property of Cook County Clerk's Office