

# UNOFFICIAL COPY



093222080

THIS DOCUMENT PREPARED BY:

Foster Bank  
5225 N. Kedzie Avenue  
Chicago, IL 60625

Doc#: 093222080 Fee: \$46.00  
Eugene "Gene" Moore III Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/18/2009 01:14 PM Pg: 1 of 6

AFTER RECORDING MAIL TO:

FOSTER BANK / AMY CHANG  
LOAN DEPARTMENT  
5225 N. KEDZIE AVENUE  
CHICAGO, ILLINOIS 60625

Loan# 1524000-1

## MORTGAGE EXTENSION AGREEMENT

This Indenture, made this 1st day of September, 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 **ANDREW JUNG, AN UNDIVIDED 1/2 INTEREST, AND ELIZABETH LEE AND CATHERINE LEE, IN JOINT TENANCY, AN UNDIVIDED 1/2 INTEREST**, 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 **Andrew Jung, Elizabeth Lee, and Catherine Lee Giroux a/k/a Catherine Lee**, secured by a mortgage dated August 25, 2004 and recorded September 9, 2004, in the office of the Recorder of Cook County, Illinois, as document number 0425342009, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

PARCEL 1:

UNIT 1344-3N AS THE SOUTHPORT PLACE CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL A: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF CLARK STREET AND SOUTHERLY OF BELLE PLAINE AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SOUTHPORT AVENUE 115.7 FEET NORTH OF THE NORTH LINE OF IRVING PARK BOULEVARD AND RUNNING THENCE NORTH

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ST 5065665F1

MWF1

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ALONG THE EAST LINE OF SAID SOUTHPORT AVENUE 270 FEET; THENCE EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE OF SOUTHPORT AVENUE A DISTANCE OF 100 FEET; THENCE SOUTH ALONG A LINE DRAWN PARALLEL TO AND 100 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHPORT AVENUE A DISTANCE OF 270 FEET; THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE OF SOUTHPORT AVENUE A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B: THAT PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF IRVING PARK BOULEVARD AND THE EAST LINE OF SOUTHPORT AVENUE; THENCE EAST ALONG THE NORTH LINE OF IRVING PARK BOULEVARD 100 FEET, THENCE NORTH ALONG A LINE PARALLEL TO AND 100 FEET DISTANT FROM THE EAST LINE OF SOUTHPORT AVENUE A DISTANCE OF 100 FEET; THENCE WEST ON A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHPORT AVENUE 100 FEET TO A POINT IN THE EAST LINE OF SAID SOUTHPORT AVENUE 99.7 FEET NORTH OF THE NORTH LINE OF IRVING PARK BOULEVARD; THENCE SOUTH ON THE EAST LINE OF SOUTHPORT AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONCOMINUM RECORDED AS DOCUMENT 00997273, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PROPERTY INDEX NUMBER: 14-17-315-014-1041

Commonly Known As

ADDRESS: 1346 WEST IRVING PARK ROAD, CHICAGO, IL 60613

2. The amount remaining unpaid on the indebtedness is **ONE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED AND 00/100 UNITED STATES DOLLARS (\$127,100.00)**
3. Said indebtedness of **\$127,100.00** shall be paid on or before **September 1, 2014** 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.

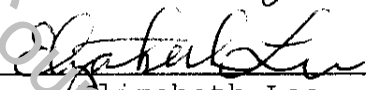
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5. This Extension Agreement is supplementary to said mortgage. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or notes, but not 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 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.

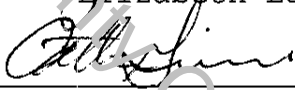
IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.



Andrew Jung



Elizabeth Lee



Catherine Lee Giroux  
a/k/a Catherine Lee

Address for notices:  
1346 West Irving Park Road  
Chicago, IL 60613

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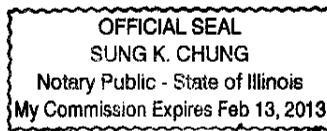
STATE OF ILLINOIS)

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that, Elizabeth Lee and Catherine Lee a/k/a Catherine Lee Giroux personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as theirs free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of October, 2009

(NOTARIAL SEAL)



Sung K Chung  
Notary Public

My commission expires: 2/13/13

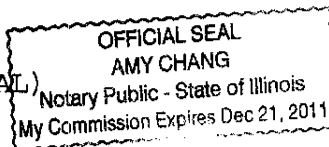
STATE OF ILLINOIS)

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that, Andrew Jung personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as theirs free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of October, 2009

(NOTARIAL SEAL)



Amy Chang  
Notary Public

My commission expires: 12/21/11

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EXHIBIT A

Loan#1504000-1

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**AMENDMENT/EXTENSION  
TO  
COMMERCIAL MORTGAGE BALLOON NOTE**

Date of Note: August 25, 2004

Amount of Note: \$140,000.00

Interest Rate: 6.50 % Fixed

Amortized Period: 300 Months

Maturity Date: September 01, 2009

Borrower/Mortgagor: Andrew Jung, Elizabeth Lee, and Catherine Lee

Lender/Mortgagee: Foster Bank, an Illinois Banking Corporation

In consideration of Ten Dollars and other good 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 TWENTY SEVEN THOUSAND ONE HUNDRED AND 00/100 UNITED STATES DOLLARS (\$127,100.00)**

New Monthly Payment: \$947.62

New Amortization Period: 240 Months

New Maturity Date: September 01, 2014

**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 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.

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Loan#1504000-1

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. Thereafter, prepayment of the Note shall be permitted without any Prepayment Penalty. Notwithstanding anything contained herein to the contrary, in the event of a bonafide, fair market value sale, to an unrelated party in an arms length transaction, then this Note may be prepaid without penalty.

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

Dated this \_\_\_\_\_ day of October, 2009


Lender/Mortgagee:

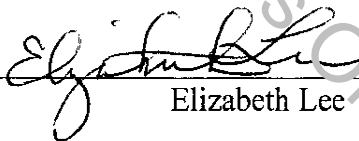
FOSTER BANK, an Illinois banking corporation

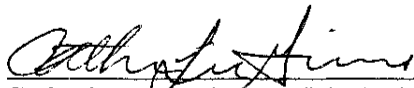
BY: 

TITLE: Loan Officer

Borrower: Andrew Jung, Elizabeth Lee, and Catherine Lee Giroux a/k/a Catherine Lee

  
Andrew Jung

  
Elizabeth Lee

  
Catherine Lee Giroux a/k/a Catherine Lee

WITNESS BY



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