

Maito/Prepared By
 Foster Bank
 5225 N. Kedzie Ave
 Chicago, IL 60625
 (773) 588-3355
 Loan# 7025976

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Doc#: 0935508361 Fee: \$66.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 12/21/2009 11:11 AM Pg: 1 of 4

231876

MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR(S)	BORROWER(S)
JIN S. OH A/K/A JIN SUP OH HYUNG HEE OH	JIN SUP OH HYUNG HEE OH
ADDRESS	ADDRESS
845 LONG RD GLENVIEW, IL 60025	845 LONG RD GLENVIEW, IL 60025

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 3rd day of December, 2009, is executed by and between the parties indicated below and Lender.

- A. On **October 6, 2007**, 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 FORTY THOUSAND (\$140,000.00)** Dollars, 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 **October 22, 2007** as Document No. **0729546096** 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, a 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 **October 6, 2012**, 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 **December 3, 2009**, the unpaid principal balance under the Note was **\$140,000.00**, and the accrued and unpaid interest on that date was **\$613.69**.
 - (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 **\$140,000.00** TO **\$148,000.00**
 ***RATE CHANGING FROM **Prime-1.000%** WITH FLOOR RATE OF **5.000%** AND **WITH AUTO DEBIT**
 TO **Prime+1.500%** WITH FLOOR RATE OF **5.000%** AND **WITH AUTO DEBIT**

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SCHEDULE A

LOT 2 IN BLOCK 8 IN MEISTER-NEIBERG'S RESUBDIVISION OF PART OF UNITED REALTY COMPANY'S GLENAYRE GARDENS, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address of Real Property: 845 LONG RD
GLENVIEW, IL 60025

Permanent Index No(s): 05-31-406-034-1000

SCHEDULE B

Grantor:



JIN S OH A/K/A JIN SUP OH

Grantor:



HYUNG HEE OH

UNOFFICIAL COPY

Borrower:



JIN SUP OH

Borrower:



HYUNG HEE OH

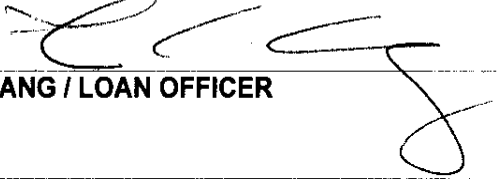
Guarantor:

Guarantor:

Guarantor:

Guarantor:

Lender: **Foster Bank**



LISA KANG / LOAN OFFICER

State of _____)

State of _____)

ss.

ss.

County of _____)

County of _____)

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 3rd day of December, 2009

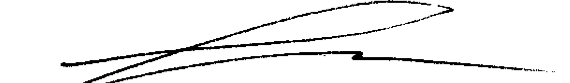
Given under my hand and official seal, this _____ day of _____



Notary Public

OFFICIAL SEAL
CHONG W. KIM
Notary Public - State of Illinois
My Commission Expires Nov 03, 2010

Commission expires: Nov 03, 2010



Notary Public

OFFICIAL SEAL
KENNY LEE
Notary Public - State of Illinois
My Commission Expires Dec 21, 2011

Commission expires: 12/21/2011

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

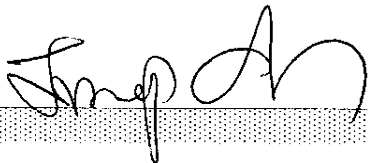
(847) 864-8998

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



JIN SUP OH

Name (Please print)

HYUNG HEE OH

Name (Please print)

12/03/09

Date

Property Address: 845 LONG RD
GLENVIEW IL 60025