

Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption

Doc#: 1000640185 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/06/2010 02:53 PM Pg: 1 of 6

FIRST AMERICAN TITLE

Report Mortgage Frau 800-532-8785

The property identified as:

Fin: 10-22-203-005-0000

Address:

Street:

4047-4049 WEST DEMPSTER STREET

Street line 2:

City: SKOKIE

State: IL

Lender.

FOSTER BANK

Borrower: DONG JOON SHIN AND EUN KYOUNG SHIN

Loan / Mortgage Amount: \$156,215.59

County Clert's This property is located within Cook County and the transaction is exempt from the requirements of 160 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 5823CA33-FC6A-4FBA-A5A4-45631CEA37C4

Execution date: 12/01/2009

1000640185 Page: 2 of 6

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THIS DOCUMENT PREPARED BY:

Foster Bank 5225 N. Kedzie Avenue Chicago, IL 60625

AFTER RECORDING MAIL TO:

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

Loan# 1554400-1

MORTGAGE EXTENSION AGREEMENT

This Indercore, made this 1st day of December, 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 Dong Joon Shin and Eun Kyoung Shin, Husband and Wife ar Joint Tenants, representing themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

WITNESSETH:

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 rotes of **Dong Joon Shin and Eun Kyoung Shin**, secured by a mortgage dated November 29, 2004 and recorded January 5, 2005, in the office of the Recorder of Cook County, Illinois, as document number 0500504118, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOTS 6 AND 7 IN BLOCK 2 IN A.A. LEWIS EVANSTON GOLF CLUB MANOR, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as address: 4047-4049 West Dempster Street Skokie, IL 60076

PIN: 10-22-203-005-0000, 10-22-203-004-0000

2. The amount remaining unpaid on the indebtedness is ONE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED FIFTEEN AND 59/100 UNITED STATES DOLLARS (\$156,215.59)

1000640185 Page: 3 of 6-

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- 3. The new interest rate of the loan will be 6.50% fixed; effective date of new interest rate is December 14, 2009.
- 4. Said indebtedness of \$156,215.59 shall be paid on or before **December 1**, 2014 as provided in the Promissory note or notes, copies of which is attached hereto as **Exhibit A**.
- 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.
- 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 Amemption Laws of the State of Illinois with respect to said real estate. Owner consists of two or more persons, their liability hereunder Office 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.

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Dong Joon Shin

Address for notices: 259 Sheffield Lane Vernon Hills, IL 60061

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, Dong Joon Shin and Eun Kyoung Shin 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 ______ day of December, 2009

(NOTARIAL

SEAL OFFICIAL SEAL

AMY CHANG

Notary Public - State of Illinois

yly Commission Expires Dec 21, 2011

Notary Public

My commission expires: /2/2//2///

1000640185 Page: 5 of 6





AMENDMENT/EXTENSION TO COMMERCIAL MORTGAGE BALOON NOTE

Date of Note:

November 29, 2004

Amount of Note:

\$235,000.00

Interest Rate:

6.25 Fixed

Amortized Period:

300 Months

Maturity Date:

December 1, 2009

Borrower/Mortgago

Dong Joon Shin and Eun Kyoung Shin

Lender/Mortgagee:

Foster Bank, an Illinois Banking Corporation

In consideration of Ten Folk rs 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 FIFTY SIX THOUSAND TWO HUNDRED FIFT FZN AND 59/100 UNITED STATES

Clory's Original

DOLLARS (\$156,215.59)

New Interest Rate:

6.50% Fixed

New Monthly Payment:

\$1,164.70

New Amortization Period:

240 Months

New Maturity Date:

December 1, 2014

Prepayment Penalties: At the option of the Bank, a prepayment penalty of 5% of the loan balance will be assessed on partial principal exceeds \$25,001.00 on the calendar year or full payments during first year, 4% during second year, 3% during third year, 2% during fourth year, and 1% during fifth year.

1000640185 Page: 6 of 6

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

Dated this 14th day of December, 2009

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

TITLE: Loan Officer

Property or Cook County Clark's Office Borrower: Dong Joon Shin and Eun Kyoung Shin