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# UNOFFICIAL CORMINATION OF THE PROPERTY OF THE

THIS DOCUMENT PREPARED BY:

Foster Bank 5225 N. Kedzie Avenue Chicago, IL 60625

AFTER RECORDING MAIL TO:

FOSTER BANK / SAMANTHA LIM LOAN DEPARTMENT 5225 N. KEDZIE AVENUE CHICAGO, ILLINOIS 60625 Doc#: 1002244035 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/22/2010 12:43 PM Pg: 1 of 5

Loan#1440800-3

#### MORTGAGE EXTENSION/MODIFICATION AGREEMENT

This Indenture, made this 30th day of December, 2009, by and between FOSTER EANK, 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, representing himself or themselves to be the owner or owners of the real estate hereinanter and in said deed described ("Owner"),

#### WIINESSETH:

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 SUNG HYO YOM AND SOO HEE YOM, secured by a mortgage dated April 26, 2007 and recorded September 27, 2007, in the office of the Recorder of Cook County, Illinois, as document number 0727034078 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 IN W.B. WALKER'S ADDITION TO CHICAGO IN THE SOUTH-WEST 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 NO.: 13-14-308-013-0000, 13-14-308-014-0000

2. The amount remaining unpaid on the indebtedness is TWO HUNDRED FORTY THREE THOUSAND ONE HUNDRED THIRTY EIGHT AND 28/100 UNITED STATES DOLLARS (\$243,138.28).

### **UNOFFICIAL COPY**

- 3. Said indebtedness of \$243,138.28 shall be paid on or before May 1, 2012 as provided in the Promissory note or notes, copies of which is attached hereto as Exhibit A.
- 4. New additional borrower will be Yoms Hat Mfg., Inc.
  - 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 Extensior 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 ary 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 Inlinois with respect to said real estate. If the Owner congists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed

### UNOFFICIAL CO

and delivered this indenture the day and year first above written.

Address for notices:

4223 North Pulaski Road Chicago, IL 60641

STATE OF ILLINOIS

COUNTY OF COOK

Stopology Ox Coop C I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that SUNG HYO YOM AND SOO HEE YOM, 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 their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial, seal this 30th day December, 2009.

SEAL

OFFICIAL SEAL JASON RHEE

Notary Public - State of Illinois My Commission Expires Dec 04, 2012

Notary Public

My Commission Expires: 12 - 4-12

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### UNOFFICIAL CC

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

Date of Note:

April 26, 2007

Amount of Note:

\$256,000.00

Interest Rate:

7.5% Fixed

Amortized Period:

264 Months

Maturity Date:

May 1, 2012

Borrower/Mortgagor:

Sung Hyo Yom and Soo Hee Yom

Lender/Mortgagee:

Foster Banking Corporation

In consideration of Ten Dollars and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all paraes, the Borrower and Lender do -16/4'S OFFICO hereby agree to amend the above identified Note as follows:

New Additional Borrower:

Yoms Hat Mfg., Inc.

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

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## **UNOFFICIAL CC**

1440800-3

Dated this 30<sup>th</sup> day of December, 2009

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

Borrower(s): Sung 1.
Yoms Hat N1.

Sung Hyo Yom and Soo Hee Yom

Augustus Hard Market No.

To Your Yom Borrower(s): Sung Hyo Yom, Soo Hee Yom,

Soo Hee Yom

Yoms Hat Mfg., Inc.

Attest:

Soo Hee Yom, Secretary