# UNOFFICIAL CO

Foster Bank 5225 N. Kedzie Ave. Chicago, IL 60625 (773) 588-3355 Loan# **7027568** 

Doc#: 1006708037 Fee: \$66.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 03/08/2010 10:35 AM Pg: 1 of 4

# CTIC-HE MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR(S)	BORROWER(S)
CHUL S. PARK AKA CHUL SOO PARK	CHUL SOO PARK
YOUNG MEE PARK	YOUNG MEE PARK
ADURESS	ADDRESS
4 QUINCY CIRCLE	4 QUINCY CIRCLE
SOUTH BARRINGTON , 1 60010	SOUTH BARRINGTON , IL 60010

THIS MODIFICATION AND EXTENSION OF MORTGAGE, delet the 23rd day of February, 2010, is executed by and between the parties indicated below and Lender.

- A. On July 10, 2008 , Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of FIVE HUNDRED FORTY THOUSAND Dollars (\$540,000.00) , 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 July 29, 2008 as Document No. 0821108200 in the records of the Recorder's (Registrat's) Office of COOK County, Illinois. The Note and Mortgage and any other related documents including, but not I mited to, a Guaranty dated N/A executed by Guarantor for the benefit of Lender are hereafter cumulatively referred (c 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;

  - (2) The parties acknowledge and agree that, as of <u>February 23, 2010</u>, the unpaid principal halance under the Note was \$84,000.00, and the accrued and unpaid interest on that date was \$609.86.
  - (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 there 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 \$324,000.00 TO \$560,000.00

\*\*\*RATE CHANGING FROM Prime-1.000% WITH FLOOR RATE OF 5.000% AND WITH AUTO DEBIT

TO Prime+1.750% WITH FLOOR RATE OF 5.000% AND WITH AUTO DEBIT

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### **UNOFFICIAL COPY**

#### **SCHEDULE A**

LOT 11 IN SPRING CREEK AT SOUTH BARRINGTON A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 15, 1987 AS DOCUMENT LR 3659362 IN COOK COUNTY, ILLINOIS.

Address of Real Property:

A QUINCY CIRCLE

SOUTH BARRINGTON , IL

60010

Permanent Index No(s):

01-22-302-008-(1000

SCHEDULE P

Grantor:

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# **UNOFFICIAL COPY**

Borrower	Borrower:
CHUL SOO PARK	YOUNG MEE PARK
Guarantor:	Guarantor:
Guarantor:	Guarantor:
O C C C C C C C C C C C C C C C C C C C	Lender: Foster Bank
State of IL	LISA KANG/LOAN OFFICER State of
i,s.	ss.
County of (094)	County of)
I, <u>Undersinged</u> , a Notary public in and For said County, in the State aforesaid, DO HEREBY CERTIFY	The foregoing instrument was acknowledged before me this
that (HOL Go park and Young MEE PARK  personally known to me to be the same	by
persons whose name subscribed to the foregoing instrument, appeared	
before me this day in person and acknowledged that  The Y signed, sealed	as
and delivered the said instrument as	<u> </u>
free and voluntary act, for the uses and purposes herein set forth.	on behalf of the
Given under my hand and official seal, the 23rd day of February, 2010	Given under my hand and official seal, this day of
Q <sub>1</sub>	
Notal Public	Notary Public
OFFICIAL SEAL  JI YOON KIM  Notary Public - State of Illinois	OFFICIAL SEAL KENNY LEE Notary Public - State of Illinois My Commission Expires Dec 21, 2011
Commission expires: My Commission Expires Dec 29, 2010	Commission expires:

Prepared by and Return to: KENNY LEE / FOSTER BANK 5225 N. KEDZIE AVE., CHICAGO, IL 60625

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### **UNOFFICIAL COPY**

### 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 undersigneds' 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 ( )

CHUL SOO PARK

Name (Please print)

VOLNIC MEE DADE

Name (Please print)

02/23/10

Date

Property Address:

**4 QUINCY CIRCLE** 

SOUTH BARRINGTOIL

60010