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THIS DOCUMENT PREPARED BY:



Foster Bank
5225 N. Kedzie Avenue
Chicago, IL 60625

Doc#: 1010631062 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2010 12:16 PM Pg: 1 of 6

AFTER RECORDING MAIL TO:

FOSTER BANK / ALBERT LEE
LOAN DEPARTMENT
5225 N. KEDZIE AVENUE
CHICAGO, ILLINOIS 60625

Loan#1002914-1

MORTGAGE EXTENSION DIFICATION AGREEMENT

This Indenture, made this 3rd day of March, 2010, by and between **FOSTER BANK**, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and **MASAAKI TAKAHASHI and MOONSOOK TAKAHASHI**, representing herself or 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 **MASAAKI TAKAHASHI and MOONSOOK TAKAHASHI**, secured by a mortgage dated **March 24, 2008** and recorded **March 26, 2008**, in the office of the Recorder of Cook County, Illinois, as document number 0808642162 conveying to **FOSTER BANK**, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

PARCEL 1:

LOT 2 IN THE FIRST COLONIAL BANK RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS OVER LOT 1 IN AFORESAID SUBDIVISION (EXCEPT THAT PART WITH IMPROVEMENTS THEREON) AS CONTAINED IN CROSS EASEMENT AGREEMENT RECORDED FEBRUARY 17, 1994 AS DOCUMENT 94153897, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 820-860 SOUTH WHEELING ROAD, WHEELING, IL

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PERMANENT INDEX NO.: 03-15-211-035-0000

2. The amount remaining unpaid on the indebtedness is **ONE MILLION TWO HUNDRED SEVENTY EIGHT THOUSAND TWO HUNDRED FORTY SIX AND 06/100 UNITED STATES DOLLARS (\$1,278,246.06)**.
3. New payment will be **Interest payment only**. Effective **April 1, 2010** through **October 1, 2010**. Regular scheduled monthly payment will resume on **November 1, 2010**.
4. Said indebtedness of **\$1,278,246.06** shall be paid on or before **April 15, 2013** 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.
6. 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.


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

MASAAKI TAKAHASHI and MOONSOOK TAKAHASHI



MASAAKI TAKAHASHI



MOONSOOK TAKAHASHI

Address for notices:

820-860 South Wheeling Road,
Wheeling, IL

Property of Cook County Clerk's Office

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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, **MASAAKI TAKAHASHI**, personally known to me to be the same person whose name is 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 ____ day of _____, 2010.



Hee Son Lee

Notary Public

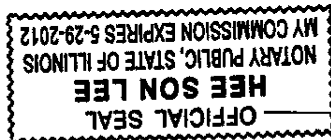
My Commission Expires:

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, **MOONSOOK TAKAHASHI**, personally known to me to be the same person whose name is 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 ____ day of _____, 2010.



Hee Son Lee

Notary Public

My Commission Expires: 05-29-2012

UNOFFICIAL COPY**"EXHIBIT A"**

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

(1) Date of Note: March 24, 2008
 Amount of Note: \$1,300,000.00
 Interest Rate: 7% Fixed
 Amortized Period: 300 Months
 Maturity Date: April 15, 2013

Borrower/Mortgagor: MASA AKI TAKAHASHI and MOONSOOK TAKAHASHI

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 Monthly Payment: Interest only payment

Effective Period: April 1, 2010 through October 1, 2010
 Regular scheduled monthly payments will resume on November 1, 2010.

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

Dated this 30th day of March, 2010

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

BY: _____

Christine Yoon

TITLE: VP/Senior Lending Officer

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Borrower(s): MASA AKI TAKAHASHI and
MOONSOOK TAKAHASHI


MASA AKI TAKAHASHI


MOONSOOK TAKAHASHI

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