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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#: 1019529042 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 07/14/2010 12:39 PM Pg: 1 of 4

Loan#1001136-1

MORTGAGE EXTENSION/MODIFICATION AGREEMENT

This Inderture, made this 11th day of June, 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 KWAN SU KIM, representing herself or 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 notes of **KWAN SU KIM**, secured by a mortgage dated **August 16**, 2003 and recorded **August 31**, 2006, in the office of the Recorder of Cook County, Illinois, as document number 0624310052 conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOTS 15, 16 AND 17 IN BLOCK 3 IN W.F. KAISER AND COMPANY'S ALBANY PARK SUBDIVISION, BEING A SUBDIVISION OF LOT 12 AND THAT PART OF LOT 5, LYING SOUTH OF THE CENTER LINE OF THE NORTH BLANCH OF THE CHICAGO RIVER IN JACKSON'S SUBDIVISION OF THE SCUIPEAT 4 OF SECTION 11 AND THE SOUTHWEST 4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5008 NORTH KEDZIE AVENUE, CHICAGO, IL 60625

PERMANENT INDEX NO.: 13-11-415-029-0000

2. The amount remaining unpaid on the indebtedness is FIVE HUNDRED FIFTY FIVE THOUSAND THREE HUNDRED TWENTY FOUR AND 17/100 UNITED STATES DOLLARS (\$555,324.17).

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- 3. New payment will be **Interest Payment Only**. Effective in **June 1, 2010**. Regular scheduled monthly payments will resume on July 1, 2010.
- 4. Said indebtedness of \$555,324.17 shall be paid on or before September 1, 2011 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 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.

(WAN SW KIM

WAN SII KIM

Address for notices:

3 Ashford Ct Lincolnshire, IL 60069

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Nctary Public in and for the County and the State aforesaid, DO HEFEB! CERTIFY that, KWAN SU KIM, personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that (he)(she)they signed and delivered the said instrument as (his)(her)their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial, seal this 17th day of June, 2010.

SEAL Notice Public, Survivor Illinois My Commission Fize, 18/25/2010

Notary Public

My Commission Expires:

8/25/2010

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AMENDMENT/EXTENSION TO COMMERCIAL MORTGAGE BALLOON NOTE

Date of Note:

August 16, 2006

Amount of Note:

\$585,000.00

Interest Rate:

7.25% Fixed

Amortized Period:

300 Months

Maturity Date:

September 1, 2011

Borrower/Mortgagor:

KWAN SU KIM

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:

Current Balance:

\$555,324.17

New Monthly Payment:

Interest Payment Only

Effective Period:

June 1 2010

Regular scheduled monthly payments will resume

on July 1, 2015

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

Dated this 11th day of June, 2010

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

BY:

Christine Yoon

TITLE: VP/Senior Lending Officer

Borrower(s): KWAN SU KIM

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