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THIS DOCUMENT PREPARED BY:

Foster Bank 5225 N. Kedzie Avenue Chicago, IL 60625 Doc#: 1025131043 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/08/2010 12:02 PM Pg: 1 of 5

AFTER RECORDING MAIL TO:

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

Loan# 5001280-3

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### MORTGAGE EXTENSION AGREEMENT

This Indenture, made this 1st day of July, 2010, by and between FOSTER BANK, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicaço, Illinois 60625, the owner of the mortgage hereinafter described, and Kinman Auyeung, representing himself to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

### VITNESSETH:

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 Kinman Auyeung, secured by a mortgage dated April 11, 2005 and recorded April 25, 2005, in the office of the Recorder of Cook County, Illinois, as document number 0522539023; Extension agreement dated May 28, 2010 and Recorded July 2, 2010 as document number 1018310033, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOT 27 IN HAYDEN AND SEAVERNS SUBDIVISION OF LOT 3 IN CANAL TRUST ES SUBDIVISION OF BLOCK 20 IN SOUTH PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, E.S. OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 2880 South Archer Avenue, Chicago, IL 60608

Permanent Index No.: 17-29-314-049-0000

The amount remaining unpaid on the indebtedness is TWO HUNDRED FIFTY THREE THOUSAND FIVE HUNDRED FOUR AND 64/100 UNITED STATES DOLLARS (\$253,504.64)

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- 3. The new interest rate of the loan will be 6.50% fixed; effective date of new interest rate is August 31, 2009.
- 4. Said indebtedness of \$253,504.64 shall be paid on or before **January 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.
- This Excension Agreement is supplementary to said 6. 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. Owner consists of two or more persons, their lizbility hereunder shall be joint and several. Office

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

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Kinman Auyeung

Address for notices: 2913 South Shields Avenue #1 Chicago, IL 60616

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, Kinman Auyeung 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 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 scal this 3 day of August, 2010

(NOTARIAL STEPICIAL SEAL
AMY CHANG
Notary Public - State of Illinois
My Commission Expires Dec 21, 2011

Notary Publi

My commission expires: 12/2//2011

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### AMENDMENT/EXTENSION TO COMMERCIAL MORTGAGE BALOON NOTE

Date of Note: (1)

April 11, 2005

Amount of Note:

\$277,368.00

Interest Rate:

6.75% Fixed

Amortized Period:

300 Months

Meanty Date:

May 1, 2010

Date of Note: (2)

May 1, 2010

Amount of Note:

\$253,504.64

Maturity Date.

July 1, 2010

Borrower/Mortgagor:

Kinman Auyeung

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 amount of Note: TWO HUNDRED FIFTY THREE THOUSAND FIVE HUNDRED FOUR AND \$4/100 UNITED STATES DOLLARS (\$253,504.64)

New Interest Rate:

6.50% Fixed

Effective date of new interest rate:

August 31, 2010

New Monthly Payment:

Interest payment with Principal \$50 plus Tax escrow

New Amortization Period:

240 Months

New Maturity Date:

January 1, 2011

Prepayment Penalties: If the Lender receives a prepayment on or before the 1st anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 5% of the remaining Principal balance of the Note. If the Lender receives a prepayment after the 1st anniversary but on or before the 2nd anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 4% of the remaining Principal balance of the Note. If the Lender receives a prepayment after the 2nd anniversary but on or before the 3rd anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 3% of the remaining Principal balance of the Note. If the Lender receives a prepayment after the 3rd anniversary but on or before the 4th anniversary of the date of the first payment due date of the Note, the Penalty shall be equal to 2% of the remaining Principal balance of the Note. If the Lender receives a prepayment after the 4th anniversary of the date of the first payment due date of the Note, but before the due date of the Note, the Penalty shall be equal to 1% of the remaining Principal balance of the Note.

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Loan#5001280-3

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

Dated this \_\_\_\_\_ day of August, 2010

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

Br.\_
TITLE: Loan C.

Borrower: Kinman Auyeung

Kinman A Dong Hoon Kim

Kinman Auyeung Clartson