

# UNOFFICIAL COPY



THIS DOCUMENT PREPARED BY:

Foster Bank  
5005 Newport Drive  
Rolling Meadows, IL 60008

Doc#: 1030810044 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/04/2010 12:42 PM Pg: 1 of 6

AFTER RECORDING MAIL TO:

FOSTER BANK / AMY CHANG  
LOAN DEPARTMENT  
5005 NEWPORT DR.  
ROLLING MEADOW, IL 60008

Loan# 5002490-1

## MORTGAGE EXTENSION AGREEMENT

This Indenture, made this 1st day of September, 2010, by and between **FOSTER BANK**, an Illinois Banking Corporation, 5005 Newport Drive, Rolling Meadows, Illinois 60008, the owner of the mortgage hereinafter described, and **Phillip Kim and Chung Suk Kim, as Joint Tenants**, representing herself 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 Phillip Kim Phillip Kim a/k/a Phillip H. Kim and Chung Suk Kim, secured by a mortgage dated August 31, 2005 and recorded September 15, 2005, in the office of the Recorder of Cook County, Illinois, as document number 0525833018, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

PARCEL 1:

UNIT C3 IN THE PARK MILLENNIUM CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 25, 2005 AS DOCUMENT 0520644013, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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## PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED SEPTEMBER 30, 1985 AND RECORDED SEPTEMBER 30, 1985 AS DOCUMENT NUMBER 85211829, AMENDED BY AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 1, 1985 AND RECORDED MARCH 25, 1986 AS DOCUMENT NUMBER 86115106 AND SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF OCTOBER 1, 1994 AND RECORDED NOVEMBER 29, 1994 AS DOCUMENT NUMBER 04002369 MADE BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1979 AND KNOWN AS TRUST NO. 46968, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NO. 56375, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 17, 1985 AND KNOWN AS TRUST NO. 64971 TO CONSTRUCT, USE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND REPLACE THE EXTENSION OF A BUILDING AND ITS APPURTENANCES IN THE AIR RIGHTS LOCATED (A) ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF NINETY-ONE FEET, SIX INCHES ABOVE CHICAGO CITY DATUM AND (B) WITHIN THE TRIANGULAR SHAPED AREA OF THE BLOCK MARKED "TOWER EASEMENT"; THE RIGHT TO HAVE THE IMPROVEMENTS CONSTRUCTED ON PARCEL 1 ABUT AND MAKE CONTACT WITH THOSE IMPROVEMENTS CONSTRUCTED ON AND ALONG THE PERIMETER OF THE "LC PROPERTY" AS DESCRIBED THEREIN; AND TO ENTER UPON THAT PART OF THE BLOCK OWNED BY "GRANTOR" AS MAY BE REASONABLY NECESSARY FOR THE PURPOSE OF WINDOW WASHING, CAULKING, TUCKPOINTING, SEALING AND ANY OTHER MAINTENANCE OR REPAIR OF THE IMPROVEMENTS CONSTRUCTED ALONG THE COMMON BOUNDARIES OF THE PROPERTY DESCRIBED THEREIN, ALL AS DEFINED AND SET FORTH IN SAID DOCUMENT OVER THE LAND DESCRIBED AS THE "LC PROPERTY" DEPICTED IN EXHIBIT "A" THEREIN.

## PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED MARCH 23, 1988 AND RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121032 MADE BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 23, 1987 AND KNOWN AS TRUST NO. 104126-09, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 28, 1979 AND KNOWN AS

TRUST NO. 46968, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NO. 56375, ILLINOIS CENTER CORPORATION AND METROPOLITAN STRUCTURES, AND AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED OCTOBER 1, 1994 AND RECORDED NOVEMBER 29, 1994 AS DOCUMENT NUMBER 04002370 TO ENTER UPON THE "PROJECT SITE" AND OVER THE "PROJECT" FOR THE PURPOSES OF INSTALLING, MAINTAINING AND REPLACING CAISSON BELLS WHICH MAY EXTEND INTO THE "PROJECT SITE"; PROTECTING THE ROOF OF THE PROJECT DURING CONSTRUCTION; INSTALLING, MAINTAINING AND REPLACING FLASHING BETWEEN IMPROVEMENTS ON PARCEL 1 AND ABUTTING IMPROVEMENTS ON THE "PROJECT SITE"; INSTALLING, MAINTAINING AND REPLACING ARCHITECTURAL ORNAMENTATIONS AND FEATURES WHICH MAY EXTEND INTO THE "PROJECT SITE" OVER THE ROOF LINE OF THE "PROJECT"; CONSTRUCTING, MAINTAINING AND REPLACING IMPROVEMENTS TO BE CONSTRUCTED ON PARCEL 1; WINDOW WASHING, CAULKING, TUCKPOINTING AND SEALING; ANY OTHER MAINTENANCE OR REPAIR OF THE IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED ON PARCEL 1 ALONG THE COMMON BOUNDARIES OF PARCEL 1 AND "PROJECT SITE" AND ANY OTHER ENCROACHMENT INTO THE AIR SPACE ABOVE THE "PROJECT" AS MAY BE REASONABLY NECESSARY FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF BUILDINGS ON PARCEL 1; AND FOR EMERGENCY EGRESS AND INGRESS FROM PARCEL 1 OVER THE "PROJECT" AND "PROJECT SITE", ALL DEFINED AND SET FORTH IN SAID DOCUMENT OVER THE LAND DESCRIBED AS THE "PROJECT SITE" DESCRIBED IN EXHIBIT "A" THEREIN.

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PARCEL 4:

EASEMENTS FOR STRUCTURAL SUPPORT; PARKING, VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AMONG OTHERS, FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BY MCZ/CENTRUM MILLENNIUM, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND MCZ/CENTRUM MILLENNIUM GARAGE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY DATED DECEMBER 16, 2004 AND RECORDED DECEMBER 22, 2004 AS DOCUMENT 0435734062 AND AMENDED BY DOCUMENT 0505619072.

COMMONLY KNOWN AS: 222 NORTH COLUMBUS DRIVE, UNIT C3  
CHICAGO, IL 60601

PIN:

17-10-316-028-0000; 17-10-316-029-0000;  
17-10-316-030-0000; AND 17-10-316-031-0000

2. The amount remaining unpaid on the indebtedness is **SEVENTY EIGHT THOUSAND NINE HUNDRED NINETY AND 00/100 UNITED STATES DOLLARS (\$78,990.00)**

3. The new interest rate of the loan will be **6.25% fixed; effective date of new interest rate is October 28, 2010.**

4. Said indebtedness of **\$78,990.00** shall be paid on or before **September 1, 2015** 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

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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.

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



Phillip Kim a/k/a Phillip H. Kim



Chungsuk Kim

Address for notices:  
3150 Elder Court  
Northbrook, IL 60062

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, Phillip Kim a/k/a Phillip H. Kim and Chungsuk 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 or she/they signed and delivered the said instrument as theirs free and voluntary act for the uses and purposes therein set forth.

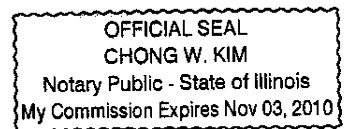
Given under my hand and notarial seal this 28<sup>th</sup> day of October, 2010

(NOTARIAL SEAL)



Notary Public

My commission expires:



**UNOFFICIAL COPY***"Exhibit A"*

Loan#5002490-1

2/

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

Date of Note: August 31, 2005  
 Amount of Note: \$101,250.00  
 Interest Rate: 6.75% Fixed  
 Amortized Period: 180 Months  
 Maturity Date: September 1, 2010

Borrower/Mortgagor: Phillip Kim a/k/a Phillip H. Kim and Chung Suk 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:

New amount of Note: **SEVENTY EIGHT THOUSAND NINE HUNDRED NINETY AND 00/100 UNITED STATES DOLLARS (\$78,990.00)**

New Interest Rate: 6.25% Fixed  
 Effective date of new interest rate: October 28, 2010  
 New Monthly Payment: \$886.90  
 New Amortization Period: 120 Months  
 New Maturity Date: September 1, 2015

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#5002490-1

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

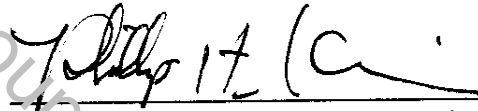
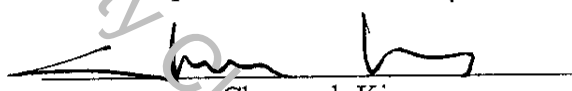
Dated this 28 day of Oct, 2010

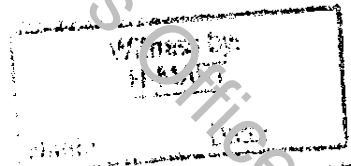
Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

BY:   
Christine Yoon  
TITLE: 1<sup>st</sup> VP/Senior Lending Officer

Borrower: Phillip Kim a/k/a Phillip H. Kim and  
Chungsuk Kim

  
Phillip Kim a/k/a Phillip H. Kim  
  
Chungsuk Kim



Kay Kim 10.28.10

Property of Cook County Clerk's Office