THIS DOCUMENT PREPARED BY:

Foster Bank 5005 Newport Drive Rolling Meadows, IL 60008

AFTER RECORDING MAIL TO:

FOSTER BANK / AMY CHANG LOAN DEPARTMENT 5005 NEWPORT DRIVE ROLLING MEADOWS, IL 60008 Doc#: 1031913069 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/15/2010 12:29 PM Pg: 1 of 5

Loan# 5001540-1

#### MORTGAGE MODIFICATION/EXTENSION AGREEMENT

This Indenture, made this 1st day of August, 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 Min W. Lee a/k/a Min Woo Lee, representing 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 Mr. Snappy One Hour Cleaners, Inc., an Illinois Corporation. secured by a mortgage dated May 27, 2005 and recorded July 25, 2005, in the office of the Recorder of Cook County, Illinois, as document number 0520633120; extension agreement dated March 21, 2010 and recorded May 21, 2010, as Document number 1014134015, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOT 186 IN CUMMINGS AND FOREMAN'S REAL ESTATE CORP. ROOFFVELT ROAD AND 17<sup>TH</sup> AVENUE SUBDIVISION OF LOTS 1 TO 5 AND LOTS 1 AND 8 IN OWNERS' PARTITION SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1925 WEST ROOSEVELT ROAD, BROADVIEW, IL 60155

PERMANENT INDEX NO.: 15-15-329-029-0000

2. The new interest rate of the loan will be Prime + 1.00% with Floor rate 5.00% p.a.; effective date of new interest rate is October 29, 2010.

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## **UNOFFICIAL COPY**

- 3. The amount remaining unpaid on the indebtedness is ONE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED THIRTY FOUR AND 74/100 UNITED STATES DOLLARS (\$134,334.74)
- 4. Said indebtedness of \$134,334.74 shall be paid on or before **August 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.
- 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.

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

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# **UNOFFICIAL COPY**

Min Woo Lee

Address for notices: 260 East Court of Shorewood #5 Vernon Hills, IL 60061

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, Min Woo Lee 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  $29^{14}$  day of October, 2010

(NOTARIAL SEALWY CHANG

Notary Public - State of Illinois

My Commission Expires Dec 21, 2011

My commission expires: اربود المادان

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Loan#5001540-1

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

(1) Date of Note:

May 27, 2005

Amount of Note:

\$186,000.00

Interest Rate:

Prime + 2.00% with Floor rate 5.00% p.a.

Amortized Period:

120 Months

Maturity Date:

June 1, 2010

Date of Note: (2)

March 31, 2010

New monthly rayment: Principal of \$50 and Interest payment

Payment effective regiod: February 1, 2010 through June 1, 2010

Regular monthly payment will be resumed on July 1, 2010

Maturity Date:

June 1. 2010

(3) Date of Note: June 1, 2010

Maturity Date:

August 1, 201

Borrower/Mortgagor:

Mr. Snappy One Hour Cleaners, Inc., an Illinois Corporation

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: ONE HUNDRED THIRTY FOUR THOUSAND 19REE **HUNDRED THIRTY FOUR AND 74/100 UNITED STATES DOLLARS (\$134,334.74)** 

New Interest Rate:

Prime + 1.00% with Floor rate 5.00% p.a.

Effective date of new interest rate:

October 29, 2010

New Monthly Payment:

Principal of \$50 and Interest payment until Oct., 2011

Regular payment will be resumed on Nov. 1, 2011

New Amortization Period:

60 Months

New Maturity Date:

August 1, 2015

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### **UNOFFICIAL COPY**

Loan#5001540-1

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.

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

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

Lender/Mortgagee:

FCSTER BANK, an Illinois banking corporation

TITLE: Dong Hoon Kirr, Loan Officer

Borrower: Mr. Snappy One Hour Cleaners, Inc., an Illinois Corporation

Its: Min Woo Lee, President

Its: Voung la Lee Secretary