

THIS DOCUMENT PREPARED BY:

Foster Bank 5005 Newport Drive Rolling Meadows, IL 60008 Doc#: 1100549096 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 01/05/2011 02:31 PM Pg: 1 of 5

AFTER RECORDING MAIL TO:

FOSTER BANK / AMY CHANG LOAN DEPARTMENT 5005 NEWPORT DRIVE ROLLING MEADOWS, IL 60008

Loan# 1000317-1



#### MORTGAGE EXTENSION AGREEMENT

This Indepture, made this 1st day of December, 2010, by and between FOGTER BANK, an Illinois Banking Corporation, 5005

Newport Drive, Rolling Meadows, Illinois 60008, the owner of the mortgage hereinafter described, and Young Taek Cho and Grace G.

Cho, as Joint Temants, 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 **Young Taek Cho and Grace G. Cho**, secured by a mortgage dated November 30, 2005 and recorded December 29, 2005, in the office of the Recorder of Cook County, Illinois, as document number 0536340129, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF THE SOUTH 208 FEET OF THE EAST 3/4 OF THE NORTHEAST % OF THE SOUTHEAST % OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5006-5016 NORTH PULASKI ROAD, CHICAGO, IL

PERMANENT INDEX NO.: 13-10-412-005-0000, 13-10-412-006-0000; 13-10-412-007-0000; AND 13-10-412-008-0000

2. The amount remaining unpaid on the indebtedness is **ONE** MILLION ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED TWENTY TWO AND 16/100 UNITED STATES DOLLARS (\$1,119,522.16)

### **UNOFFICIAL COPY**

- 3. The new interest rate of the loan will be 6.50% fixed; effective date of new interest rate is December 22, 2010.
- 4. Said indebtedness of \$1,119,522.16 shall be paid on or before **December 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 ictes, 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 Acreement 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. 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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Young Tack Cho

Grace G. Cho

Address for notices: 2520 Violet Street Glenview, IL 60025

STATE OF LLINOIS)

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that, Young Taek Cho and Grace G. Cho, personally known to me to be the same persons whose names 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 seal this  $\frac{\omega^{nd}}{\omega^{nd}}$  day of December, 2010

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

Notary Public

My commission expires: (

12/20/14/41

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## UNOFFICIAL CO

" Zhibit A"

Loan#1000317-1

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

Date of Note:

November 30, 2005

Amount of Note:

\$1,280,000.00

Interest Rate:

6.875% Fixed

Amortized Period:

300 Months

Maturity Date:

December 1, 2010

Borrower/Mortgager

Young Taek Cho and Grace G. Cho

Lender/Mortgagee:

Foster Bank, an Illinois Banking Corporation

In consideration of Ter. 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 MILLION ONE HUNDRED NINETEEN

THOUSAND FIVE HUNDRED TWENTY TWO AND 16/100 UNITED STATES DOLLARS (\$1,119,522.16)

New Interest Rate:

6.50% Fixed

Effective date of new interest rate:

December 22,

New Monthly Payment:

\$8,346.86

New Amortization Period:

240 Months

New Maturity Date:

OTT'S December 1, 2015

Prepayment Penalties: If the Lender receives a prepayment on or before the 1st arniversary 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. As long as the borrower is not in default,

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# **UNOFFICIAL CO**

Loan#1000317-1

then notwithstanding anything contained herein to the contrary, a partial payment of up to 20% of above mentioned amount may be made during note term, without premium or penalty.

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

Dated this <u>und</u> day of December, 2010

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

TITLE: Loan Officer

Bo rower: Young Taek Cho and Grace G. Cho

Young Tack Cho