

# UNOFFICIAL COPY



THIS DOCUMENT PREPARED BY:

Foster Bank  
5005 NEWPORT DRIVE  
ROLLING MEADOWS, IL 60008

Doc#: 1119531050 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/14/2011 12:28 PM Pg: 1 of 5

AFTER RECORDING MAIL TO:

FOSTER BANK / SOO JIN KANG  
LOAN DEPARTMENT  
5005 NEWPORT DRIVE  
ROLLING MEADOWS, ILLINOIS 60008

Loan# 1352800-1

## MORTGAGE EXTENSION AGREEMENT

This Indenture, made this 1st day of July, 2011, by and between **FOSTER BANK, an Illinois Banking Corporation**, 5005 Newport Drive, Rolling Meadows, Illinois 60008, the owner of the mortgage hereinafter described, and **Tak Hyun Kim and Seung Hee Min a/k/a Seung Hee Kim, as Joint Tenants** representing themselves 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 **Tak Hyun Kim and Seung Hee Min a/k/a Seung Hee Kim, as Joint Tenants**, secured by a mortgage dated June 06, 2006 and recorded June, 20, 2006, in the office of the Recorder of Cook County, Illinois, as document number 0617139007, conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

LOT 17 (EXCEPT THE SOUTH 23.6 FEET THEREOF) AND ALL OF LOT 18 AND THE SOUTH 19.8 FEET OF LOT 19 IN BLOCK 130 IN MAYWOOD, A SUBDIVISION OF PARTS OF SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1004-06 SOUTH 5<sup>TH</sup> AVENUE, MAYWOOD, IL 60153

Permanent Index No.: 15-14-103-008-0000

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2. The amount remaining unpaid on the indebtedness is **ONE HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED SIXTY EIGHT AND 85/100 UNITED STATES DOLLARS (\$124,568.85)**

3. Said indebtedness of **\$124,568.85** shall be paid on or before **JULY 1, 2016** as provided in the Promissory note or notes, copies of which is attached hereto as **Exhibit A**.

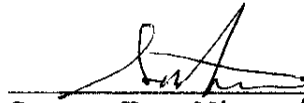
4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as provided in the promissory note or notes, or if default in the performance of any other covenant of the Owner shall continue after written notice thereof, the entire principal sum secured by said mortgage, 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.

5. 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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Tak Hyun Kim

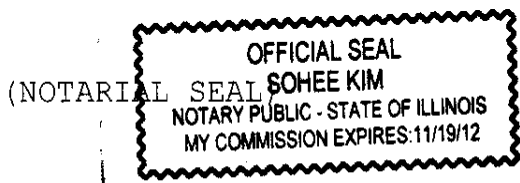
  
Seung Hee Min a/k/a Seung Hee Kim

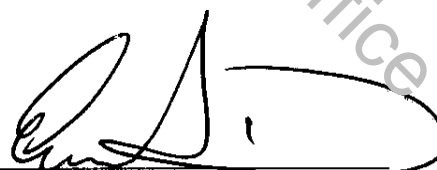
Address for notices:  
24 Ashland Avenue  
River Forest, IL 60305

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, **Tak Hyun Kim and Seung Hee Min a/k/a Seung Hee 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 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 6<sup>th</sup> day of July, 2011



  
Notary Public

My commission expires:

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Exhibit A

Loan#1352800-1

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

(1) Date of Note: May 06, 2003  
 Amount of Note: \$168,000.00  
 Interest Rate: Prime + 0.5%  
 Amortized Period: 300 Months  
 Maturity Date: June 1, 2006

(2) Date of Note: June 06, 2006  
 Amount of Note: \$158,802.82  
 Interest Rate: 7.00% Fixed  
 Amortized Period: 180 Months  
 Maturity Date: July 1, 2011

(3) Date of Note: April 29, 2009  
 Amount of Note: \$158,802.82  
 Interest Rate: 6.50% Fixed  
 Amortized Period: 146 Months  
 Maturity Date: July 1, 2011

Borrower/Mortgagor: Tak Hyun Kim and Seung Hee Min a/w/a Seung Hee 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: **ONE HUNDRED TWENTY FOUR THOUSAND FIVE  
 HUNDRED SIXTY EIGHT AND 85/100 UNITED STATES  
 DOLLARS (\$124,568.85)**

New Monthly Payment: \$1,414.45  
 New Amortization Period: 120 Months  
 New Maturity Date: July 1, 2016

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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. However, the prepayment penalty can be waived unless it's a refinance.

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

Dated this 6<sup>th</sup> day of July, 2011

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

BY: *[Signature]*  
TITLE: Dong Hoon Kim, Loan Officer

Borrower: Tak Hyun Kim  
Seung Hee Min a/k/a Seung Hee Kim

Witness by:  
**NAPERVILLE**  
*[Signature]* Name: Eric Kim Date:

*[Signature]*  
Tak Hyun Kim

*[Signature]*  
Seung Hee Min a/k/a Seung Hee Kim