# 97239291

## **UNOFFICIAL COPY**

97239291

THIS DOCUMENT PREPARED BY:

Mr. Cary K. Kabumoto, Esq. 5204 N. Christiana Ave. Chicago, IL 60625

. DEPT-01 RECORDING

\$39.00

AFTER RECORDING MAIL TO:

FOSTER BANK LOAN DEPARTMENT 5225 N. CHRISTIANA AVENUE CHICAGO, ILLINOIS 60625

- T#0012 TRAN 4572 04/07/97 12:00:00
- \$2790 \$ ER \*-97-239291

39,00

COOK COUNTY RECORDER

EXTENSION AGREEMENT

This Indenture made this 31st day of March, 1997, by and between FOSTER BANK, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and DAE YOUNG KIM A/K/A DAE YONG KIM and OK SUN KIM, his wife, representing himself or themselves to be

the owner or owners of the c-al estate hereinafter and in said deed described ("Owner"),

#### WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of DAE YOUNG KIM A/K/A DAE YONG KIM and OK SUN KIM dated January 4, 1994, secured by a mortgage recorded January 10, 1994, in the office of the Recorder of Cook, County Jilinois, as document number 94027711 conveying to FOSTER BAJK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

#### (LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT 2)

Commonly Known As: 407 South Peoria Street, Chicago, IL 60507

Permanent Index Number(s): 17-17-237-002-0000

2. The amount remaining unpaid on the indebtedness is ONE HUNDRED NINETY THOUSAND FOUR HUNDRED TWENTY AND 65/100 UNITED STATES DOLLARS (\$190,420.65).

3. Said remaining indebtedness of \$190,420.65 shall be paid on or before April 1, 2000 as provided in the promissory note or notes, copies of which are attached hereto as **Exhibit B**.

BOX 333-CTI



- 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 coverants 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 neirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by intue 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.

DAE YOUNG KIM A/K/A DAE YONG KIM [SEAL]

Open Man [SEAL]

Address: 8810 Marmora Avenue Morton Grove, IL 60053

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAE YOUNG KIM

A/K/A DAE YONG KIM and OK SUN KIM, his wife, who is(are) 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 acknowledged that (s) he (they) signed, sealed and delivered the said instrument as his (her) (their) free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3/57 day of

SEAL

Notary Public

My Commission Expires:

Section .

Cook County Clerk's Office

Property of Cook County Clerk's Office

#### EXHIBIT A

LOT 13 IN BLOCK 22 IN DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 407 SOUTH PEORIA STREET, CHICAGO, IL 60607

PERMANENT INDEX NO.: 17-17-237-002-0000



## **UNOFFICIAL CC**

#### AMENDMENT TO

#### ADJUSTABLE RATE BALLOON INSTALLMENT NOTE

Date of Note:

January 4, 1994

Amount of Note:

\$200,000.00

Interest Rate:

Prime Rate Plus One and One-Half Percent

(Prime + 1 1/2%)

Amortication Period: 180 Months

Maturity Date:

February 1, 1997

Borrower/Mortgagor: Dae Young Kim a/k/a Dae Yong Kim and Ok Sun

Kim, his wife

Lender/Mortgagee: /

Foster Bank, an Illinois banking corporation

In consideration of Ten Dollars and other good and 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 NINETY THOUSAND FOUR HUNDRED

TWENTY AND 65/100 UNITED STATES DOLLARS

(\$190,420,65)

New Interest Rate:

Prime Rate Plus One and One-Half Percent

(Prime + 1 1/2%)

New Maturity Date: April 1, 2000

New Amortization Period: 144 Months

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

Dated this 31st day of March, 1997.

Lender/Mortgagee:

FOSTER BANK, an Illinois banking corporation

EDWARD F. HALLORAN

Title: VICE PRESIDENT

Borrower/Mortgagor:

DAE YOUNG KIM A/K/A DAE YONG KIM

OK SUN KIM

Property of Country Clerk's Office

97239291

#### ADJUSTABLE RATE BALLOON INSTALLMENT NOTE

\$200,000.00

17739291

Chicago, Illinois January 4, 1994

FOR VALUE RECEIVED DAE YOUNG KIM and OK SUN KIM, his wife, jointly and severally, (whether one or more, herein called the "Mortgagor") promises to pay to the order of the FOSTER BANK (hereinafter called the "Lender") the principal sum of TWO HUNDRED THOUSAND UNITED STATES DOLLARS (\$200,000.00) (hereinafter called the "Principal").

Payments of principal and interest shall be made monthly on the first day of each month commencing on March 1, 1994, until all principal, interest, and other charges described below have been paid, excert that all outstanding principal, interest, and other charges, if not sooner paid, shall be due and fully paid on February 1, 1997 (hereinafter called the "Maturity Date"). Said monthly payments are to be made at such banking house or trust company in Chicago, Illinois, as the Holders of this Note may, from time to time, in writing appoint, and in the absence of such appointment at the Foster Dank, 5225 North Kedzie Avenue, Chicago, Illinois 60625.

Initially, monthly payments shall be in the amount of \$1,854.02 to be applied first to interest and then to principal, which amount shall change if the rate of interest on this note is changed.

The loan evidenced by this Note shall be payable in 180 consecutive monthly installments of both principal and interest. Each such installment shall be in an amount (of which the Lender shall notify the undersigned) sufficient to amortize the Loan over the remaining monthly installments at the incerest rate in effect, assuming for the purposes of such amortization that such interest rate shall be in effect for all of the remaining installments of the Loan. The amount of each installment shall change upon any change in the interest rate.

The unpaid principal amount from time to time outstanding hereunder shall bear interest at the following rates: (a) until paid, at a rate equal to 1 1/2% plus the Prime Rate as of the date of this Note; and (b) after maturity of any installment (whether by acceleration or otherwise) at a rate equal to 6 1/2% plus the Prime Rate (as such rate may change from time to time).

"Prime Rate" shall mean that rate of interest per year announced from time to time by the Wall Street Journal called its prime rate, which rate may not at any time be the lowest rate

THIS NOTE IS SECURED BY A COMMERCIAL MORTGAGE

charged by the Lender. Changes in the rate of interest on the Loan resulting from a change in the Prime Rate shall take effect on the date set forth for the change in the Wall Street Journal.

Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

Payments of both principal and interest are to be made in immediately available funds in lawful money of the United States of America.

If the Lender has not received the full amount of any of the monthly payments by the end of FIFTEEN (15) calendar days after the date it is due, the undersigned will promptly pay a late charge to the Lender. The amount of the charge will be 5% of the overdue payment of principal and interest.

This Note evidences indebtedness secured by a Mortgage of even date herewith (and, if amended, all amendments thereto) between the undersigned or a trustee for a beneficiary of the undersigned and the Lender. This Note is subject to the terms and conditions of the Nortgage and all the terms, covenants, and conditions of the Mortgage are incorporated herein and made a part hereof by this reference including those under which this Note may have its due date accelerated. In addition to all other events of default and provisions under which this Note may have its due date accelerated, Paragraph 19 of the Mortgage, incorporated herein, provides:

- "19. Restrictions on Transfe: It shall be an Event of Default hereunder and the Indebtedness Hereby Secured shall be immediately due and payable (to the extent permitted by law) if, without the prior written consent of the Mortgagee, any one or more of the following shall occur:
- (a) If the Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by new Collateral, subject to the first and prior lien hereof, of at least equal value and utility;
- (b) If the Mortgagor is a trustee, then if any beneficiary of the Mortgagor shall create, effect, or consent to, or shall suffer or permit any sale, assignment, transfer, lien pledge, mortgage, security interest, or other encumbrance or alienation of all or

any portion of such beneficiary's beneficial interest in the Mortgagor;

- (c) If the Mortgagor is a corporation, or if any corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation; provided that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then this subparagraph 19(c) shall be inapplicable;
- (d) If the Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partner or joint venturer in such partnership or joint venture shall create, effect, or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer (provided that the Mortgagee shall not unreasonably withhold its consent to any of the foregoing with respect to any limited partnership interest);

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this Paragraph 19 shall not apply to (i) liens securing the Indebtedness Hereby Secured, (ii) the lien of current taxes and assessments not in default, and (iii) any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, in the Mortgagor or any beneficiary of a trustee mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives, or committee, the provisions of this Paragraph 19 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, shares of

stock of, or partnership or joint venture interest in, the Mortgagor or any beneficiary of a trustee mortgagor."

The undersigned agrees to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Note in attempting to collect any amounts payable hereunder. The undersigned irrevocably waives presentment, protest, demand and notice of any kind in connection herewith.

A PREPAYMENT PENALTY of THREE PERCENT (3%) of the loan balance will be assessed on all partial or full payments during the first year, unless excused by operation of law.

This Note is made under and governed by the internal laws of the State of Illinois, and shall be deemed to have been executed in the Stare of Illinois.

of III.

Of County Clerk's Office