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#### RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Korean Banking 3232 W. Peterson Avenue Chicago, IL 60659

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 1200 N. Ashland Avenue Chicago, IL 60622

Doc#: 0335301051 Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds

Date: 12/19/2003 12:29 PM Pg: 1 of 3

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Daniel Macias# MB Financial Bank, N.A. 1200 N. Ashland Avenue Chicago, IL 60622



#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 30, 2003, is much and executed between Chung Sun Suh and Kimberly Suh, His Wife, as Tenants by the Entirety, whose address is 6551 N. Lawndale Ave., Lincolnwood, IL 60712 (referred to below as "Grantor") and MB Financial Bark, N.A., whose address is 3232 W. Peterson Avenue, Chicago, IL 60659 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 24, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 6, 1998 as Document No. 98894224.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

THE NORTH 1/2 OF LOT 41 AND ALL OF LOT 42 IN PROESEL'S LINCOLN AVENUE SUBDIVISION BEING A SUBDIVISION OF LOTS 1, 2, 3, 4, 20, 21 AND 22 IN JOHN PROESEL ESTATE PARTITION A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6551 N. Lawndale Ave., Lincolnwood, IL 60712. The Real Property tax identification number is 10-35-321-039-0000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Maturity date of September 30, 2008 has been extended to November 5, 2010.

Variable interest rate provision will have a floor of 4.25%.

All other terms and conditions of a certain Equity Line Agreement dated September 30, 2003 and in the

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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 134480365

amount of \$80,000.00 are hereby incorporated in said Modification of Mortgage.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or other vise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 30, 2003.

**GRANTOR:** County Clark's Office Chung Sun Suh, Individually Kimberly Suh, Individually LENDER: **Authorized Signer** 

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 134480365 Page 3 INDIVIDUAL ACKNOWLEDGMENT STATE OF JL COUNTY OF \_\_\_\_\_COO\_\_ ) SS } On this day before me the undersigned Notary Public, personally appeared Chung Sun Suh and Kimberly Suh, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official ceal this Notary Public in and for the State of OFFICIAL SEAL SUNG BAE PARK My commission expires NOTARY PUBLIC, STATE OF ILLINOIS § MY COMMISSION EXPIRES 6-19-2006 LENDER ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_ ) SS COUNTY OF \_\_\_\_\_COOK acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said/Lender. Notary Public in and for the State of OFFICIAL SEAL My commission expires **SUNG BAE PARK** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-19-2006