

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Korean Banking  
6401 North Lincoln Avenue  
Chicago, IL 60712



Doc#: 0420312102  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 07/21/2004 03:10 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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



#4211140

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Kerry Elmore #12064  
MB Financial Bank, N.A.  
1200 N. Ashland Avenue  
Chicago, IL 60622

**mb** financial  
bank<sub>na</sub>

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 15, 2004, is made and executed between David Y. Kim and Young Y. Kim, as Joint Tenants whose address is 7300 N. Cicero avenue, Lincolnwood, IL 60712-1641 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Chicago, IL 60712 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 17, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 20, 2002 as Document No. 0020197767; further modified by Modification of Mortgage dated January 17, 2003 recorded on June 16, 2003 as Document No. 0316517026.

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

**PARCEL 1:**

THE EAST 166 FEET (EXCEPT THE SOUTH 33 FEET THEROF RESERVED FOR STREET) OF THAT PART OF THE EAST 1/2 OF THE SOUTH 13.65 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE EAST AND WEST CENTER LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28 AFORESAID, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE EAST 346.79 FEET (EXCEPT THE NORTH 76 FEET THEREOF) AND (EXCEPT THE WEST 172.79 FEET THEREOF) AND (EXCEPT THE EAST 166 FEET THEREOF) AND (EXCEPT THE SOUTH 33 FEET THEREOF) RESERVED FOR STREET OF THAT PART OF THE EAST 1/2 OF THE SOUTH 13.65 CHAINS OF THE EAST

*Handwritten signatures and initials*

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18.35 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE EAST AND WEST CENTER LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, AFORESAID

The Real Property or its address is commonly known as 7300 N. Cicero Avenue, Lincolnwood, IL 60712. The Real Property tax identification number is 10-28-424-087-0000

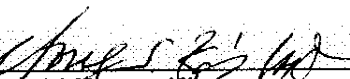
**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:


**Extend Maturity date to October 15, 2004; The Interest rate will be changed to Bank Reference Rate plus 2.000% with a floor rate of 5.000% beginning on May 15, 2004; Monthly payments of all accrued interest will be due starting with the June 15, 2004 payment, in addition monthly Principal payments of \$500.00 will be due beginning with the June 15, 2004 payment. All other terms and provisions of the Loan Documents remain in full force and effect.**

**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 otherwise 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 MAY 15, 2004.**


**GRANTOR:**

X   
David Young Kim

X   
Young Yup Kim

**LENDER:**

**MB FINANCIAL BANK, N.A.**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **David Young Kim and Young Yup Kim**, 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 seal this 19<sup>th</sup> day of June, 2004

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

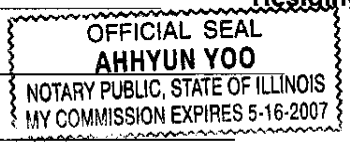
STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 19<sup>th</sup> day of June, 2004 before me, the undersigned Notary Public, personally appeared Joy Park and known to me to be the VP, authorized agent for the Lender that executed the within and foregoing instrument and 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.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



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## MODIFICATION OF MORTGAGE (Continued)

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