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RECORDATION REQUESTED BY:

MB Financial Bank, N.A. Korean Banking 6401 North Lincoln Avenue Lincolnwood, IL 60712 2524813156

Doc#: 0504813156

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 02/17/2005 02:10 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 60018

#34/0157

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:

, Stella Periaswamy - Tr#14428 MB Financial Bank, N.A. 6111 N. River Rd. Resemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 5, 2005 is made and executed between Kyung C. Min and Eun S. Meen, husband and wife, as joint tenants, whose edities is 4624-26 N. Hamlin Avenue, Chicago, IL 60625 (referred to below as "Grantor") and MB Financial Bank, M.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Soptember 7, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of September 7, 2001 executed by Kyung C. Min and Lun S. Meen ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on September 21, 2001 as document no. 0010884225.

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

LOTS 13 AND 14 IN BLOCK 1 IN TRYON AND DAVIS ADDITION TO IRVING PARK, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 4624-26 N. Hamlin Avenue, Chicago, IL 60625. The Real Property tax identification number is 13-14-110-031-0000

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of January 5, 2005 in the original principal amount of \$237,500.00 executed by Grantor and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the prinicpal amount of indebtedness secured by the Mortgage, not

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### MODIFICATION OF MORTGAGE

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including sums advanced to protect the security of Mortgage, exceed \$475,000.00.

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 ell such subsequent actions.

CROSS COLLATERALIZATION. in addition to the Note, this Agreement secures the following described additional indebtedness: Any coligators for indebtedness pursuant to any guaranty, loan documents or collateral documents executed by Guaranty shall constitute collateral for all indebtedness of Guarantor to Lender whether said indebtedness is now exiting or hereinafter arising.

CROSS DEFAULT. Borrower will be in default if borrower breaks any promise borrower has made to Lender, or borrower fails to comply with or to perform when due any other term, obligation, covenant or condition contained in their Note(s) or any agreement related to their Note(s), or in any other agreement or loan borrower has with Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE SATIC CONTRACTOR OFFICE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 5, 2005.

**GRANTOR:** 

Kyung C. Min

Meen

LENDER:

MB FINANCIAL BANK, N.A.

Authorized Signer

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# UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Loan No: 3210157	(Continued) Pa
	INDIVIDUAL ACKNOWLEDGMENT
STATE OF	
COUNTY OFCark	) SS 
The same of the mornings	gned Notary Public, personally appeared <b>Kyung C. Min and Eun S. Meer</b> described in and who executed the Modification of Mortgage, Modification as their free and voluntary act and deed, for the uses that this
By / /	Residing at
Notary Public in and for the State of	
My commission expires	OFFICIAL SEAL SUNG BAE PARK NOTATY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-19-2006
	LENDER ACKNOWLEDGMENT
STATE OF	
COUNTY.OF (mok	
Public, personally appeared	Joy Park
he Lender through its board of dire ath stated that he or she is auth	ent for the Lender that executed the within and foregoing instrument at the free and voluntary act and deed of the said Lender, duly authorized actors or otherwise, for the uses and purposes therein mentioned, and corized to execute this said instrument and that the seal affixed is the said instrument and that the seal affixed is the said instrument and that the seal affixed is the said instrument and that the seal affixed is the said instrument and that the seal affixed is the said instrument and that the seal affixed is the said instrument.
v flexing	Residing at
	OFFICIAL SEAL SUNG BAE PARK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-19-2006
On this day of Public, personally appeared United age acknowledged said instrument to be the Lender through its board of directions.	ent for the Lender that executed the within and foregoing instrument the free and voluntary act and deed of the said Lender, duly authorized to execute this said instrument and that the seal affixed is  Residing at  OFFICIAL SEAL SUNG BAE PARK NOTARY PUBLIC, STATE OF ILLINOIS

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## MODIFICATION OF MORTGAGE

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