

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

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

Doc#: 0522015029  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 08/08/2005 09:25 AM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

# 4219306



**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

, Richard Huttel TR #16741  
MB Financial Bank, N.A.  
6111 N. River Rd.  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 29, 2005, is made and executed between Dong Taek Chung and Carol Chung, his wife, in joint tenancy, whose address is 1146 Arbor Lane, Palatine, IL 60067 (referred to below as "Grantor") and MB Financial Bank, N.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 June 29, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 29, 2004 executed by Dong Taek Chung and Carol Chung ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on July 12, 2004 as document no. 0419444140.

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

LOT 18 IN MORGAN'S GATE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 8 AND THE SOUTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1987, AS DOCUMENT NUMBER 87425912, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1146 Arbor Lane, Palatine, IL 60067. The Real Property tax identification number is 02-08-409-004-0000

**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 June 29, 2005 in the original principal amount of \$250,000.00 executed by Borrower 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 principal amount of indebtedness secured by the Mortgage, not

S-y  
P-y  
M-y  
K-w

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4219306

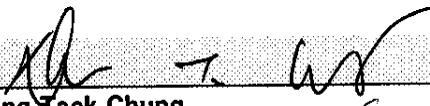
Page 2

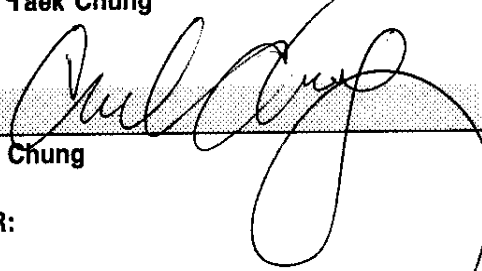
including sums advanced to protect the security of Mortgage, exceed \$500,000.00.

**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 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 JUNE 29, 2005.**

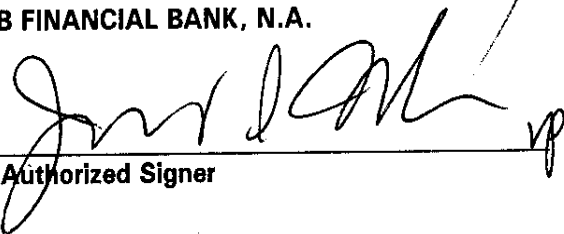
**GRANTOR:**

X   
Dong Taek Chung

X   
Carol Chung

**LENDER:**

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

X   
Authorized Signer

County of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 4219306

Page 3

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Will )

On this day before me, the undersigned Notary Public, personally appeared **Dong Taek Chung and Carol Chung**, 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 30th day of June, 2005.

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

Notary Public in and for the State of IL

My commission expires 8/30/2006



### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Will Cook )

On this 18th day of July, 2005 before me, the undersigned Notary Public, personally appeared Jay [Signature] and known to me to be the Vice President, 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)

Loan No: 4219306

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