

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



0531308110

**WHEN RECORDED MAIL TO:**

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

Doc#: 0531308110 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/09/2005 11:51 AM Pg: 1 of 6

# 4210721

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Odaliz Lispier, Loan Doc. Specialist - Trans #18254  
MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, IL 60018

## MODIFICATION OF MORTGAGE



\*0740\*

**THIS MODIFICATION OF MORTGAGE** dated October 5, 2005, is made and executed between The Byung Yul Park Revocable Trust dated October 17, 2003 and The Kyung Sook Park Revocable Trust dated October 17, 2003, whose address is 1388 Shire Circle, Inverness, 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 10, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 10, 2004 executed by The Byung Yul Park Revocable Trust dated 10/17/03 (as to an undivided 1/2 interest) and The Kyung Sook Park Revocable Trust dated 10/17/03 (as to an undivided 1/2 interest) ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded August 20, 2004 as document no. 0423312170, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 20, 2004 as document no. 0423312178.

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

UNIT NUMBER 19 IN SHIRES OF INVERNESS TOWNHOME CONDOMINIUM V CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN THE SHIRES OF INVERNESS UNIT FIVE AND SEVEN BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM

Handwritten initials: MJ, SY, SC, P-6, JWW

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE**

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RECORDED AS DOCUMENT NUMBER 85175539 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1388 Shire Circle, Inverness, IL 60067. The Real Property tax identification number is 02-28-300-060-1023.

**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 October 5, 2005 in the original principal amount of \$320,000.00 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 principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$640,000.00.

**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.

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

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 5, 2005.**

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## MODIFICATION OF MORTGAGE


(Continued)

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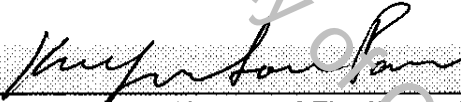
Page 3

**GRANTOR:**

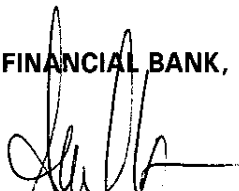
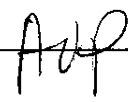
**THE BYUNG YUL PARK REVOCABLE TRUST DATED OCTOBER 17, 2003**

By:   
Byung Yul Park, Trustee of The Byung Yul Park Revocable  
Trust dated October 17, 2003

**THE KYUNG SOOK PARK REVOCABLE TRUST DATED OCTOBER 17, 2003**

By:   
Kyung Sook Park, Trustee of The Kyung Sook Park Revocable  
Trust dated October 17, 2003

**LENDER:**

**MB FINANCIAL BANK, N.A.**  
  
X    
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Will )

On this 14<sup>th</sup> day of Oct, 2005 before me, the undersigned Notary Public, personally appeared **Byung Yul Park**, Trustee of **The Byung Yul Park Revocable Trust dated October 17, 2003**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

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

Notary Public in and for the State of IL

My commission expires 8/30/2006



County of Cook  
 Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 14<sup>th</sup> day of October, 2005 before me, the undersigned Notary Public, personally appeared **Kyung Sook Park**, Trustee of The **Kyung Sook Park Revocable Trust dated October 17, 2003**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Jung-Ah Joh Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 10/20/2007



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF cook )

On this 14<sup>th</sup> day of October, 2005 before me, the undersigned Notary Public, personally appeared Susan Kim and known to me to be the Assistant 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 IL

My commission expires 10/20/2007



Cook County Clerk's Office