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RECORDATION REQUESTED BY:

MB Financial Bank, N.A., successor in interest to Manufacturers Bank Korean Banking 6401 North Lincoln Avenue Lincolnwood, IL 60712

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 60 018 2345503

Doc#: 0534956037 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Eugene Recorder of Deeds

Eugene Gene Recorder of Deeds
Cook County Recorder of Deeds
Date: 12/15/2005 02:01 PM Pg: 1 of 4

#3116543

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
, John Sheahan # 18192
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated August 9, 2005, is made and executed between David Y. Kim and Young Y. Kim, as joint tenants, whose address is 1711 Lynwood Court, Flossmoor, IL 60422 (referred to below as "Grantor") and MB Financial Bank, N.A., successor in interest to Manufacture's Pank, 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 August 9, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of August 9, 2000 executed by David Young Kim and Young Yup Kim ("Grantor") for the benefit of MB Financial Bank, N.A., successor in interest to Manufacturers Bank ("Lender"), recorded on April 15, 2000 as document no. 00623743, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 15, 2000 as document no. 00623744.

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 THEREOF RESERVED FOR STREET) OF THAT PART OF THE EAST 1/2 OF 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

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MODIFICATION OF MORTGAGE (Continued)

COUNTY, ILLINOIS.

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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 18.35 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

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:

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 August 9, 2005 in the original principal amount of \$581,750.03 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or applaced from time to time.

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 criginal 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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

(1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (1) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CON-

NECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT **DELIVERED OR WHICH MAY BE**

DELIVERED RELATED TO THIS AGREEMENT OR (ii) ANY DISPUTE OR **ARISING FROM** CONTROVERSY IN CONNECTION WITH, IN

FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT INSTRUMENT. **DOCUMENT OR AGREEMENT RELATED**

THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY:

EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF (2) GOOD FAITH AND FAIR DEALING.

AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY **ACTION BY LENDER IN ENFORCING**

THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN **FURTHERANCE OF THIS AGREEMENT.**

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 9, 2005.

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(Continued)

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GRANTOR:
X David J. Kim
X Young Y. Kim LENDER:
MB FINANCIAL BANK, N.A., SUCCESSOR IN INTEREST TO MANUFACTURERS BANK
x Authorized Signer
INDIVIDUAL ACKNOWLEDGMENT
STATE OF
COUNTY OF COOK
On this day before me, the undersigned Notary Public, personally appeared David Y. Kirn and Young Y. 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 dend, for the uses an purposes therein mentioned.
Given under my hand and official seal this 2 PH day of Systemler, 2005.
By Besiding at
Notary Public in and for the State ofJOY S. PARK
My commission expires

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MODIFICATION OF MORTGAGE

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COUNTY OF	Cook) SS	
the Lender through its	eared	and In Lender that executed the with and voluntary act and deed of the otherwise, for the uses and put	efore me, the undersigned Notary known to me to be the hin and foregoing instrument and said Lender, duly authorized by rposes therein mentioned, and on and that the seal affixed is the
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