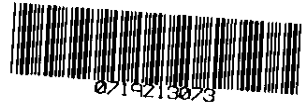


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RECORDATION REQUESTED BY:

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



Doc#: 0719213073 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/11/2007 10:18 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

N. SANTIAGO/LN 3279599 LP #18862
MB Financial Bank, N.A.
6111 N. RIVER ROAD
ROSEMONT, IL 60018

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated February 15, 2007, is made and executed between DAVID YOUNG KIM and YOUNG YUP KIM, husband and wife, joint tenancy, whose address is 415 E. NORTH WATER ST #704, CHICAGO, IL 60611 (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 January 17, 2002 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of January 17, 2002 (the "Mortgage") executed by David Y. Kim and Young Y. Kim, husband and wife ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on February 20, 2002 as document no. 0020197767, further modified by a Modification of Mortgage, recorded in the Recorder's Office on June 16, 2003 as document no. 0316517026, further modified by a Modification of Mortgage, recorded in the Recorder's Office on September 15, 2003 as document no. 0325811279, further modified by a Modification of Mortgage, recorded in the Recorder's Office on July 21, 2004 as document no. 0420312102, further modified by a Modification of Mortgage, recorded in the Recorder's Office on April 26, 2005 as document no. 0511613128, further modified by a Modification of Mortgage, recorded in the Recorder's Office on December 15, 2005 as document no. 0534956049 and document no. 0534956046, further modified by a Modification of Mortgage, recorded in the Recorder's Office on April 5, 2006 as document no. 0609553181.

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

3/1
3/4
M
P-2
1/2

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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Loan No: 279599

PARCEL 1:

THE EAST 166 FEET (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 SOUTH EAST 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 SOUTH EAST 1/4 OF THE SOUTH EAST 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 THEROF) 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 SOUTH EAST 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 SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28 AFORESAID.

The Real Property or its address is commonly known as 7300 NORTH 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:
 (ii) The word "Note" means that certain Promissory Note dated as of February 15, 2007 in the original principal amount of \$80,970.29 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time. (ii) The definition of "Borrower" set forth on page 11 of the Mortgage is hereby amended and restated as follows: The word "Borrower" means David Young Kim and Young Yup Kim, and all other persons and entities signing the Note in whatever capacity.

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 \$161,940.58.

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 endorser 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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

(1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) 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) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN

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

THERE TO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 279599

Page 3

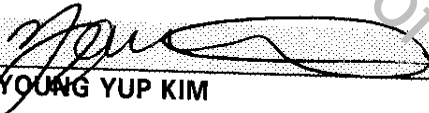
AND NOT A JURY;

(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF 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 FEBRUARY 15, 2007.

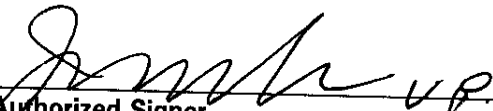
GRANTOR:

X 
DAVID YOUNG KIM

X 
YOUNG YUP KIM

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 279599

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

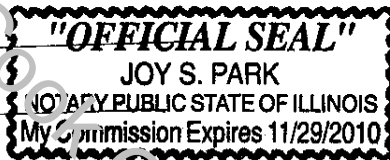
On this day before me, the undersigned Notary Public, personally appeared **DAVID YOUNG KIM and YOUNG YUP KIM**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned

Given under my hand and official seal this 31st day of May, 2007.

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires _____



LENDER ACKNOWLEDGMENT

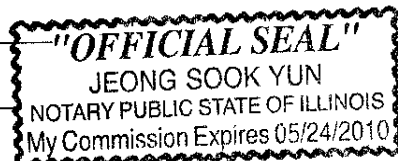
STATE OF IL)
) SS
 COUNTY OF COOK)

On this 31st day of May, 2007 before me, the undersigned Notary Public, personally appeared Joy Park 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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Loan No: 279599

MODIFICATION OF MORTGAGE (Continued)

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A large, stylized handwritten signature in black ink, consisting of several overlapping loops and curves.

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