Doc#: 0727518021 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 10/02/2007 10:39 AM Pg: 1 of 3

WHEN RECORDED MAIL TO: CATHAY BANK CHICAGO - CHINATOWN 222 WEST CERMAK ROAD CHICAGO, IL 60616

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

CATHAY BANK 222 WEST CERMAK ROAD CHICAGO, IL 60616

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 8, 2007, is made and executed between Wai Wha Gong and Mee Har Gong, Husband and Wife (referred to below as "Grantor") and CATHAY BANK, whose address is 222 WEST CERMAK ROAD, CHICAGO, IL 60616 (referred to paic w as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 2, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 20, 2004 recorded/registered in the Recorder's/Regionar's Officer of Cook County, in the State of Illinois as Document Number(s) 0420201247.

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

LOT 2 IN THE RESUBDIVISION OF LOTS 11 AND 12 IN BRIARD'S SUBDIVISION OF BLOCK 15 IN THE SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 632-34 W. 26th Street, Chicago, IL 60616-1806. The Real Property tax identification number is 17-28-132-011-0000.

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

- 1. Definition of Lender. Lender is now Cathay Bank, a California Banking Corp., successor interest by merger to New Asia Bank A/K/A NAB Bank
- 2. Definition of Note. The word "Note" means the promissory note dated July 2, 2004, in the original principal amount of \$280,000.00 as modified by Change In Terms Agreements dated September 8, 2004 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of and of even date herewith, consolidations of and substitutions thereof.

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

0727518021 Page: 2 of 3

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MODIFICATION OF MORTGAGE

Loan No: 7655080601

(Continued)

Page 2

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 AGRES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 8, 2007.

Coot County Clart's Office

GRANTOR:

x <u>Wai WHa 36</u> Wai Wha Gong

x Mee Har Song

LENDER:

CATHAY BANK

Authorized Signer

0727518021 Page: 3 of 3

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MODIFICATION OF MORTGAGE

(Continued) Loan No: 7655080601 Page 3 INDIVIDUAL ACKNOWLEDGMENT county of ______ cook__) SS ١ On this day before me, the undersigned Notary Public, personally appeared Wai Wha Gong and Mee Har Gong, Husband and Wife, 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 therain mentioned. Given under my hand and official seal this <u>Sth</u> day of <u>August</u>, 20 07.

By Day C-Y. Lay Residing at Chicago, 1L Notary Public in and for the State of [LLLNOIS My commission expires 12-22-200OFFICIAL SEAL MAY C. Y. LING NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 12-22-2008 LENDER ACKNOW'LEDGMENT COUNTY OF COOK On this Sth day of August before n.c., the undersigned Notary Public, personally appeared Jennifer Linh and known to the to be the \mathcal{V} , 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, July 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. May O. Y. Ling Residing at Chicago, 12 Notary Public in and for the State of /LLINO/ My commission expires $2^{-22-200}$ OFFICIAL SEAL MAY C. Y. LING NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12-22-2008