UNOFFICIAL COPY

29228 147

Doc#: 0802811421 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 01/28/2008 04:12 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Cathay Bank 222 West Cermak Road Chicago, IL 60016

La # 7655229911

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: CATHAY BANK 222 WEST CERMAK ROAL CHICAGO, IL 60616

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 1, 2007, is made and executed between Zhengang Guo and Shiow Kiang, Husband and Wife, whose address is 1413 Wesley Court, Westmont, IL 60559 (referred to below as "Grantor") and CATHAY BANK, whose address is 222 WEST CERMAK ROAD, CHICAGO, IL 60616 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 29, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on October 05, 2006 recorded/registered in the Recorder's/Registrar's Officer of Cook County, in the State of Illinois as Document Number(s) 0627841120.

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

THAT PART OF LOTS 6, 7, 8, 9 AND 10 TAKEN AS A SINGLE TRACT OF LAND VIHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF + 12.56 FEET AND BELOW A PORIZONTAL PLANE HAVING AN ELEVATION OF + 25.00 FEET CHICAGO DATUM AND IS BOUNDED AN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID TRACT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT OF 67.63 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE INTERIOR FACE OF AN EXISTING STAIRWAY WALL AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 19.33 FEET; (THE FOLLOWING 3 COURSES ARE ALONG THE INTERIOR FACES OF THE EXISTING WALLS OF SAID STAIRWAY) THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSES A DISTANCE OF 4.47 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSES, A DISTANCE OF 8.65 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG A N INTERIOR FACE OF THE WALL OF SAID STAIRWAY AND ITS SOUTHEASTERLY EXTENSION, A DISTANCE OF 7.68 FEET TO THE SOUTHEASTERLY FACE OF EXISTING CONCRETE BLOCK BUILDING; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE SOUTHEASTERLY FACE OF SAID BUILDING, A DISTANCE OF 25.06 FEET: THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.29 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A

0802811421 Page: 2 of 4

UNOFFICIAL COPY MODIFICATION OF MORTGAGE

Loan No: 7655229911 (Continued) Page 2

DISTANCE OF 7.46 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 49.90 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 13.33 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 23.09 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT (THE NORTHWESTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHEASTERLY LINE OF S. ARCHER AVENUE); THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID TRACT, A DISTANCE OF 47.17 FEET TO THE PLACE OF BEGINNING ALL IN THE SUBDIVISION OF LOTS 2, 3 4 AND 5 IN BLOCK 45 IN THE CANAL TRUSTEES NEW SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, 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 2131 S. Archer Ave., Units#A,B,C, Chicago, IL 60616. The Real Property tax identification number is 17-21-420-074-0000.

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.
- 2. Definition of Note. The word "Note" means the Promissory Note dated September 29, 2006 in the principal amount of \$500,000 or from Borrower to Lender as modified by a Change In Terms Agreement of even date herewith, together with any and all renewals, extensions, modifications and replacements thereof.
- 3. Interest Rate of Revolving Note (7655229911). The interest rate will be modified to 0.500% over the Wall Street Journal Prime rate floating daily.
- 4. Maturity Date on Revolving Note (7655229911). The maturity date is hereby extended to October 1, 2008.

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 trarties, 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 OCTOBER 1, 2007.

GRANTOR:

Zhengang Guo

Shlow Kiang

0802811421 Page: 3 of 4

UNOFFICIAL COPY

(Continued) Page 3 Loan No: 7655229911 LENDER: **CATHAY BANK** -Signe INDIVIDUAL ACKNOWLEDGMENT)) SS COUNTY OF On this day before me, the undersigned Notary Public, personally appeared Zhengang Guo and Shiow Kiang, 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 Residing 1t My commission expires /2 -2 2 -2 500 OFFICIAL SEAL MAY C. Y. LING NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 12-22-2008

0802811421 Page: 4 of 4

UNOFFICIAL CO MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 7655229911

LENDER ACKNOWLEDGMENT		
STATE OF	(LLINOIS)
COUNTY OF	(LLINOIS COOK) SS
acknowledged said the Lender through oath stated that h corporate seal of sa By Notary Public in an	insurment to be the its board of directions or she is suthor aid Lender. Day C.Y. Low d for the State of	t for the Lender that executed the within and foregoing instrument and the free and voluntary act and deed of the said Lender, duly authorized by ors or otherwise, for the uses and purposes therein mentioned, and on tized to execute this said instrument and that the seal affixed is the Residing at
		C/O/X/S O/K/CO