

# UNOFFICIAL COPY



08/14/2008

## RECORDATION REQUESTED BY:

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645

Doc#: 0821422021 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/01/2008 09:43 AM Pg: 1 of 4

## WHEN RECORDED MAIL TO:

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645



## SEND TAX NOTICES TO:

Devon Bank  
Chicago  
6445 N. Western Ave.  
Chicago, IL 60645

**FOR RECORDER'S USE ONLY**

## This Modification of Mortgage prepared by:

C. Roman, Commercial Loan Dept.  
Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 9, 2008, is made and executed between Kyu Man Kim and Kyung Cha Kim, Husband and Wife, as Joint Tenants, whose address is 3626 Keenan Lane, Glenview, IL 60025 (referred to below as "Grantor") and Devon Bank, whose address is 6445 N. Western Ave., Chicago, IL 60645 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 9, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded April 13, 2005 as Document #'s 0510311219 and 0510311220, all in the office of the Cook County Recorder of Deeds.

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

Lot 2 of Regensteiner Subdivision in the Southeast 1/4 of the Northwest 1/4, North of the Indian Boundary Line, and in the West 1/3 of the Northeast fractional 1/4, North of the Indian Boundary Line of Section 9, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 5445 N. Elston Avenue, Chicago, IL 60630. The Real Property tax identification number is 13-09-122-005-0000.

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

The Maturity Date of this mortgage is hereby extended to September 09, 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

SY  
P  
S  
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CE

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## MODIFICATION OF MORTGAGE (Continued)

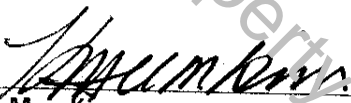
Loan No: 2038230200

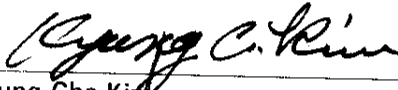
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in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers 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 AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 9, 2008.**

GRANTOR:

X   
Kyu Man Kim

X   
Kyung Cha Kim

LENDER:

DEVON BANK  
X   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2038230200

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

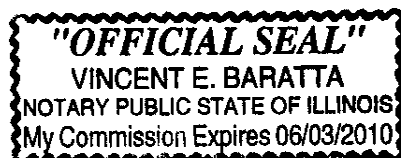
On this day before me, the undersigned Notary Public, personally appeared **Kyu Man Kim and Kyung Cha Kim**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the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

Given under my hand and official seal this 9th day of June, 2008.

By *Vincent E. Baratta* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 6/3/2010



### LENDER ACKNOWLEDGMENT

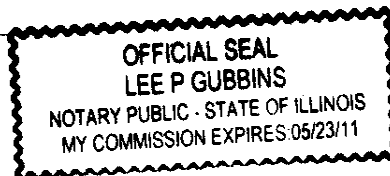
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9th day of June, 2008 before me, the undersigned Notary Public, personally appeared Vincent E. Baratta and known to me to be the First Vice President, authorized agent for **Devon Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Devon Bank**, duly authorized by **Devon Bank** 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 in fact executed this said instrument on behalf of **Devon Bank**.

By *Lee P. Gubbins* Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 05/23/11



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2038230200

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