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RECORDATION REQUESTED BY:

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



Doc#: 0921804260 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/06/2009 11:33 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Arlene Nash, LR #72242, LN #28819
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated May 5, 2009, is made and executed between Jonathan C. Lee and Jenny M. Lee, Husband and Wife, as Tenants by the Entirety, whose address is 435 Alice Dr., Northbrook, IL 60062 (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 November 19, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of November 19, 2007 executed by Jonathan Lee and Jenny Lee, Husband and Wife ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on January 18, 2008 as document no. 0801803089, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on January 18, 2009 as document no. 0801803090.

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

LOT 25 IN BLOCK 101 IN WHITE PLAINS UNIT NUMBER 1, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3055 Plum Island Dr., Northbrook, IL 60062. The Real Property tax identification number is 04-08-410-025-0000.

Handwritten notes:
S yes
D y
S -
m yes
L

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

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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 May 5, 2009 in the original principal amount of \$1,252,000.00 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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 \$2,504,000.00.

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 CONNECTION 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 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 MAY 5, 2009.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:

X *[Signature]*
Jonathan C. Lee

X *[Signature]*
Jenny M. Lee

LENDER:

MB FINANCIAL BANK, N.A.

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK

)
) ss
)

On this day before me, the undersigned Notary Public, personally appeared Jonathan C. Lee and Jenny M. Lee, 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 26th day of June, 2009.

By *[Signature]* Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 288199

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LENDER ACKNOWLEDGMENT

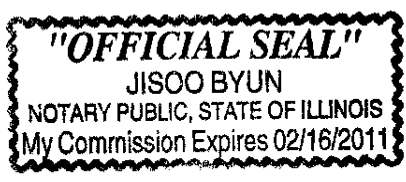
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 20th day of June, 09 before me, the undersigned Notary Public, personally appeared Jay Park and known to me to be the V.P., authorized agent for **MB Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A.**, duly authorized by **MB Financial Bank, N.A.** 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 **MB Financial Bank, N.A.**

By [Signature] Residing at Wilmette

Notary Public in and for the State of IL

My commission expires 2/16/2011



Cook County Clerk's Office