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Doc#: 1118708367 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/06/2011 02:32 PM Pg: 1 of 6

Doc#: Fee: \$2.00 Eugene "Gene" Moore Cook County Recorder of Deeds Date: 07/06/2011 02:32 PM Pg: 0

FOR RECORDER'S USE ONLY

WHEN RECORDED MAIL TO:

Harris N.A./C&CLS

Attn: Collateral Management

P.O. Box 2880

Chicago, IL 60690-2880

H25257773

This Modification of Mortgage prepared by:

Richard Schrader, Documentation Specialist

Harris N.A./CCLS

311 W. Monroe Street, 6th Floor

Chicago, IL 60606

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 8, 2011, is made and executed between Inkie E. Hong, as Trustee of the Inkie E. Hong Revocable Trust dated August 20, 2001 and Soonwon Hong, as Trustee of the Soonwon Hong Revocable Trust dated August 20, 2001, whose address is 2405 Saranac Lane, Glenview, IL 60025 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Decamber 29, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage recorded on February 19, 1998 as Document #98132483 and an Assignment of Rents recorded July 1, 2010 as Document #1018210048 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

#### PARCEL 1:

LOTS 1, 2 AND 3 IN CARPENTERS RESUBDIVISION OF BLOCK 29 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTH 5 FEET OF EAST-WEST ALLEY LYING SOUTH AND ADJOINING LOTS 1, 2 AND 3 IN CARPENTER'S RESUBDIVISION OF BLOCK 29 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, 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 1133-37 W. Lake Street, Chicago, IL 60607. The Real Property tax identification number is 17-08-427-006.

Sales Sales

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### MODIFICATION OF MORTGAGE (Continued)

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated June 4, 2010 in the original principal amount of \$1,500,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$1,350,000.00; (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Harris Bank Winnetka, N.A., its successors and/or assigns; and (4) the following paragraphs are hereby added to the Mortgage:

#### Cross-Collate all zation

Loan No: 7340

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

#### Waiver of Right of Redemption

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXIENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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 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.

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### MODIFICATION OF MORTGAGE (Continued)

Loan No: 7340

Page 3

| GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF M AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE $8,$ |  |
|---|--|
| GRANTOR:  |  |
| INIVIE E LIGHIO DELLOCADI E EDUCE DA ESTA ALICHICA DA CARA  |  |
| INKIE E. HONG REVOCABLE TRUST DATED AUGUST 20, 2001   |  |
| By:   |  |
| Inkie E. Hong, Trubtee of Inkie E. Hong Revocable Trust dated   |  |

SOONWON HONG REVOCABLE TRUST DATED AUGUST 20, 2001

By: Soonwon Hong, Trustee of Soonwon Hong Revocable Trust dated August 20, 2001

LENDER:

HARRIS N.A.

Authorized Signer

August 20, 2001

Vice President

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## MODIFICATION OF MORTGAGE (Continued)

| Loan No. 7340  | (Conunaed)  | Page 4   |
|--|---|--|
|  | TRUST ACKNOWLEDGMENT  |  |
| Public, personally appeared Inkie and known to me to rean author and acknowledged the Nooificati forth in the trust documents on the list author at the stated that he or she is authorized the trust.  By Mule Walle Walle Notary Public in and for the State | E. Horig, Trustee of Inkie E. Hong Révocable ized trustee or agent of the trust that execute on to be the free and voluntary act and dee by authority of statute, for the uses and purp corized to execute this Modification and in fact. | ed the Modification of Mortgage ed of the trust, by authority set coses therein mentioned, and on act executed the Modification on the Churchy Manual Common |
|  |   | 750<br>Pico  |

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MODIFICATION OF MORTGAGE
(Continued)

| TRUST ACKNOWLEDGMENT  STATE OF    SS | Loan No: 7340 | (Continued)   | Page 5  |
|--------------------------------------|---------------|---|---|
| On this                              |               | TRUST ACKNOWLEDGMENT  |   |
|                                      | On this       | before me conwor blong, Trustee of Soonwon Hong Revocable an authorized trustee or agent of the trust that execute Modification to be the free and voluntary act and documents or, by authority of statute, for the use that he or she is authorized to execute this Modificate trust.  Residing at | Trust dated August 20, buted the Modification of all deed of the trust, by and purposes therein ion and in fact executed  Why  Why  Why  Why  Why  Why  Why  Wh |

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# **UNOFFICIAL COPY**

**MODIFICATION OF MORTGAGE** (Continued)

| Loan No: 7340  | (Continued)           | Page 6  |
|--|-----------------------|---|
|  | LENDER ACKNOWLEDGMENT |   |
| Public, personally at oe ared, authorizer! a ger acknowledged said instruction. Harris N.A. through its board oath stated that he or she instrument on behalf of Harris By | day of                | d foregoing instrument and rris N.A., duly authorized by es therein mentioned, and on d in fact executed this said  Why  Cuthan Du boofs  c. 1997, 2011. All Rights |
| T COSCI V C  |                       | SOM CO  |