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1226239031

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Korean Banking Schaumburg
200 W Higgins
Schaumburg, IL 60195

Doc#: 1226239031 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/18/2012 10:30 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MDrozd/4210721/DL 8854
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



0740

THIS MODIFICATION OF MORTGAGE dated August 10, 2012, is made and executed between BYUNG YUL PARK, not personally but as Trustee on behalf of The Byung Yul Park Revocable Trust dated October 17, 2003 (as to an undivided 1/2 interest), whose address is 1388 SHIRE CIRCLE, INVERNESS, IL 60067-4727; and KYUNG SOOK PARK, not personally but as Trustee on behalf of The Kyung Sook Park Revocable Trust dated October 17, 2003, (as to an undivided 1/2 interest) whose address is 1388 SHIRE CIRCLE, INVERNESS, IL 60067-4727 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 200 W Higgins, Schaumburg, IL 60195 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 10, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 10, 2004 executed by The Byung Yul Park Revocable Trust dated October 17, 2003 and The Kyung Soo Park Revocable Trust dated October 17, 2003 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on August 20, 2004 as document no. 0423312170, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on August 20, 2004 as document no. 0423312178, modified by Modification of Mortgage dated October 5, 2005, executed by The Byung Yul Park Revocable Trust dated October 17, 2003 and The Kyung Soo Park Revocable Trust dated October 17, 2003 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender") recorded on November 9, 2005 as Document No. 0531308110, and further modified by Modification of Mortgage dated August 10, 2009, recorded September 1, 2009 as Document No. 0924429008.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook

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(Continued)

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County, State of Illinois:

UNIT NO. 19 IN OFFICES OF INVERNESS TOWNHOME CONDOMINIUM V CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN THE SHIRES OF INVERNESS UNIT FIVE AND SEVEN BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 85175539 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1388 Shire Circle, Inverness, IL 60067. The Real Property tax identification number is 02-28-300-060-1023.

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 August 10, 2012, in the original principal amount of \$308,000.00 executed by Borrower payable to Lender, as amended, supplemented, modified or replaced from time to time. The interest rate on the Note is a variable rate, subject to change from time to time based on changes in an index which is the Lender's Reference Rate (the "Index"). If the Index becomes unavailable during the term of this Loan, Lender may designate a substitution index after notifying Borrower. Interest on the unpaid principal balance of the Note will be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method, using a rate of 1.00 percentage points over the Index, provided, under no circumstances will the interest rate be less than 5.75% per annum or more than the maximum rate allowed by applicable law; resulting in an initial interest rate of 5.75%. Payment of all interest and principal due on the Note is due no later than August 10, 2013 (such maturity date as it hereafter may be renewed, extended or amended from time to time, herein called "The Maturity Date"); provided, such Maturity Date shall not be later than Twenty (20) years after the date hereof.

The paragraph titled "Maximum Lien/Maximum Indebtedness" set forth in the Mortgage secures the entire principal amount of the Loans, interest accrued thereon and all other Obligations. Under no circumstances, however, shall the aggregate principal indebtedness exceed an amount equal to two (2) times the original principal amount of the Notes, together with moneys advanced by the Mortgagee to protect and preserve the lien of this Mortgage.

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 CON-

NECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE

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MODIFICATION OF MORTGAGE (Continued)

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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,

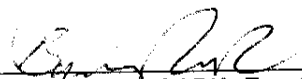
AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING

THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

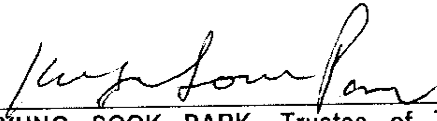
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 10, 2012.

GRANTOR:

THE BYUNG YUL PARK REVOCABLE TRUST DATED OCTOBER 17, 2003

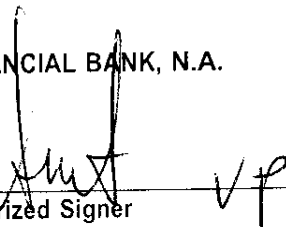
By: 
BYUNG YUL PARK, Trustee of The Byung Yul Park Revocable
Trust dated October 17, 2003

THE KYUNG SOOK PARK REVOCABLE TRUST DATED OCTOBER 17, 2003

By: 
KYUNG SOOK PARK, Trustee of The Kyung Sook Park
Revocable Trust dated October 17, 2003

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

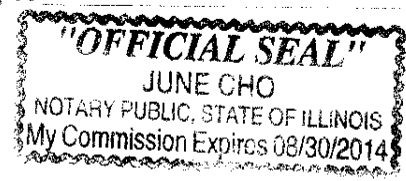
STATE OF IL)
)
) SS
 COUNTY OF Will)

On this 4 day of August, 2012, before me, the undersigned Notary Public, personally appeared **BYUNG YUL PARK**, Trustee of The Byung Yul Park Revocable Trust dated October 17, 2003, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By: [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 8/30/2014



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE (Continued)

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TRUST ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Will)

On this 21st day of August, 2012 before me, the undersigned Notary Public, personally appeared **KYUNG SOOK PARK, Trustee of The Kyung Sook Park Revocable Trust dated October 17, 2003**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 8/30/2014



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LENDER ACKNOWLEDGMENT

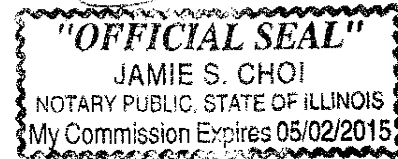
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 27th day of August, 2012 before me, the undersigned Notary Public, personally appeared Juan Ramon and known to me to be the _____, 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 Jamie Choi Residing at _____

Notary Public in and for the State of _____

My commission expires 5/2/15



Property of Cook County Clerk's Office