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**RECORDATION REQUESTED BY:** 

MB Financial Bank, N.A. Korean (Martino) 6111 N. River Road Rosemont, IL 60018

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A. Loan Documentation 6111 N. River Rd. Rosemont, IL 60018 Doc# 1816212001 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/11/2018 09:13 AM PG: 1 OF 4

8934463 DL

FOR RECORDER'S USE ONLY

This Modification of Mortgage or spared by:
H.Schraeder/LN#4217181/219 SRP
MB Financial Bank, N.A.
6111 N. River Road
Rosemont, IL 60018

#### MODIFICATION OF MORTGAGE



\*8441\*

THIS MODIFICATION OF MORTGAGE dated May 14, 2018, is made and executed between Sung Wook Kim and Young Soon Kim, as joint tenants, whose address is 5 Bridlewood Lane, No thfield, IL 60093 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6111 N. River Foad, Rosemont, IL 60018 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 15, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated as of June 15, 2013 executed by Sung Wook Kim and Young Soon Kim, as joint tenants ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on September 10, 2013 as document no. 1325301011, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on September 10, 2013 as document no. 1325301011.

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

LOTS 16 AND 17 IN BLOCK 2 IN HINDMAN'S FIRST ADDITION TO WEST RAVENSWOOD, A SUBDIVISION IN SECTION 11, 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 3634-3638 W. Lawrence Avenue, Chicago, IL 60625. The Real Property tax identification number is 13-11-327-035-0000.

Box 400

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# MODIFICATION OF MORTGAGE (Continued)

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 entirely as follows: The word "Note" means that certain Promissory Note dated May 14, 2018 in the original principal amount of \$1,050,000.00 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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 Nortgage.

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. Consert 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.

WAIVER, GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

EACH OF GRANTOR AND, BY ITS ACCEPTANCE PEPEOF, LENDER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES: 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 THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.

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 14, 2018.

**GRANTOR:** 

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 4217181 Page 3 LENDER: MB FINANCIAL BANK, N.A. Authorized Signal INDIVIDUAL ACKNOWLEDGMENT STATE OF ) SS COOK On this day before me, the undersigned Notary Public personally appeared Sung Wook Kim and Young Soon 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 Residing at By\_ Notary Public in and for the State of \_\_\_\_ My commission expires \_ NOTARY PUBLIC, STATE OF ILLINOIS Ty Commission Expires 12/18/2020

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4217181	(Continued)	Page 4
	LENDER ACKNOWLEDGMENT	· · · · · · · · · · · · · · · · · · ·
, authorized egand acknowledged said in authorized by MB Financia therein mentioned, and or	day of	ithin and foregoing instrument MB Financial Bank, N.A., duly ise, for the uses and purposes his said instrument and in fact
LaserPro, Ver. 17.3.0.01	G:\HARLAND\CFI\LPL\G201.FC TR-61829 PR-41	All Rights Reserved IL