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3103/0281-07 001 Page 1 of 2

2001-06-22 14:58:55

Cook County Recorder 43.00

H21023444 cnc

This instrument was prepared by:

Name: Sue Sbalchiero

Address:

BankFinancial, F.S.B.
1200 Internationale Parkway Suite 101
Woodridge, IL 60517

After Recording Return to:

BankFinancial, F.S.B.
1200 Internationale Parkway Suite 101
Woodridge, IL 60517



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Loan #: 1800230911

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made June 09, 2001 between Rose M Carter, divorced and not since remarried ("Borrower") and BankFinancial, F.S.B. ("Lender"), amends and supplements: (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 12/11/1997 and recorded in Book or Liber, at page(s) 97958647, of the County Records of Cook IL

[Name of Records]

[County and State, or other Jurisdiction]

and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

1411 Joyce Drive

Flossmoor, IL 60422-

[Property Address]

the real property described being set forth as follows:

THE SOUTH 26.83 FEET OF THE NORTH 158.60 FEET OF LOT 12 IN CHESTNUT HILL UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED OCTOBER 4, 1991 AS DOCUMENT LR4001008, IN COOK COUNTY, ILLINOIS. PIN#31-11-221-021-0000

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of June 09, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$143,945.63, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.2500%, from July 01, 2001. Borrower promises to make monthly payments of principal and interest of U.S. \$1,018.81, beginning on July 01, 2001, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on January 01, 2028 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at 1200 Internationale Parkway Suite 101 Woodridge, IL 60517 or at such other place as Lender may require.

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4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



Bank Financial, F.S.B.

(Seal)

Rose M. Carter (Seal)
Rose M. Carter

Francis J. VanDyke

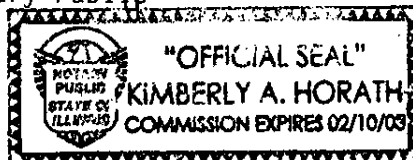
(Seal)

[Space Below This Line For Acknowledgements]

State of Illinois
County of Cook

This instrument was acknowledged before me on June 9, 2001

Kimberly A. Horath
Notary Public



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