

This instrument was prepared by:

Name:
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 MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

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This Loan Modification Agreement ("Agreement"), made January 08, 2002 between ROBERT G VER HAAR, A SINGLE PERSON ("Borrower") and BankFinancial, F.S.B. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated February 10, 1998 and recorded in Book or Liber, at page(s) jurisdiction, 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

10650 LYNN DRIVE

ORLAND PARK, IL 60462-

[Property Address]

the real property described being set forth as follows:

UNIT 22 IN EAGLE RIDGE CONDOMINIUM UNIT II, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 91315399 AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

27-32-400-027-1078

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 January 08, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$105,208.66, 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 7.0000%, from February 01, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$731.49, beginning on February 01, 2002,

,and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on March 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.

- 3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 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 of 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.

 (Seal)
ROBERT G VER HAAR

_____ (Seal)

BankFinancial, F.S.B.

By:  (Seal)
Vice President

Attest by:  (Seal)
Asst Vice President

State of Illinois

County of COOK SS:

I, CAROL A Hill, a Notary Public in and for said county and state do hereby
Certify that ROBERT G Ver Haar, personally known to me to
Be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and
Acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the
uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of January, 2002.

My Commission Expires: 7/9/05



Carol A. Hill
Notary Public

State of Illinois

County of Cook SS:

I, Kimberly A Fitzpatrick, a Notary Public in and for said county and state do hereby
certify that Charles Waller, personally known to me to be the
Vice President of BankFinancial, F.S.B. and Naven Demaree, personally known to me to be the
Asst Vice President of said corporation whose names are subscribed to the foregoing instrument, appeared
before me this day in person and severally acknowledged that as such Vice President and Asst
Vice President, they signed and delivered the said instrument of writing as Vice President and Asst
Vice President of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to
authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act
and deed of the said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 8th day of Jan, 2002.

My Commission Expires:



Kimberly A. Fitzpatrick
Notary Public