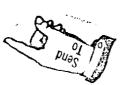
Cook County Recorder

27.50



WHEN RECORDED MAIL TO:

BankFinancial, F.S.B.
1200 INTERNATIONALE
PARKWAY
SUITE 101
WOODRIDGE, JL 60517



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Janis A. Anderson, Regional Vice President (1901001701)
BankFinancial, F.S.B.
120) Internationale Parkway
Woo inidge, IL 60517

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2002, is made and executed between Austin Bank of Chicago as trustee under Trust Agreement dated February 3, 1997 and known as Trust Number 7288 (referred to below as "Grantor") and BankFinancial, F.S.B., whose address is 1200 INTERNATIONALE PARKWAY, SUITE 101, WOODRIDGE, IL 60517 (referred to below as "Londer").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 11, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

RECORDED FEBRUARY 26, 1997 AS DOCUMENT NUMBER 97130504.

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

LOT 42 IN BLOCK 2 IN WICKERSHAM'S ELSTON AVENUE SUBDIVISION IN FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 5, 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 5943 N. Elston Ave., Chicago, IL 60646. The Real Property tax identification number is 13-05-400-014

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

THE MORTAGE IS HEREBY MODIFIED TO EXTEND THE MATURITY DATE TO MARCH 1, 2007.

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,

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## MODIFICATION OF MORTGAGE (Continued)

Page 2

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.

MAXIMUM LIEN AMOUNT ADDENDUM. It is expressly agreed and understood that the Maximum Lien amount as set forth in this Mortgage is \$267,650.56 plus all items referenced in 735 ILCS 5/15-1302(b)(1-5) which statutory provision is incorporated by reference and made a part hereof.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 2002.

**GRANTOR:** 

AUSTIN BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 3, 1997 AND KNOWN AG TRUST NUMBER 7288

By:

Authorized Signer for Austin Bank of Chicago as trustee under Trust Agreement dated February 3, 1997 and known as

Trust Number 7288

Authorized Signer for Austin Bank of Chicago as trustee under Trust Agreement dated February 3, 1997 and known as **Trust Number 7288** 

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LENDER:

**Authorized Signer** 

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ACFRIPTION OF THE PARTY OF THE

## UNOFFICIAL COPY MODIFICATION OF MORTGAGE (Continued)

Page 4

LENDER ACKNOWLEDGMENT					
STATE OF <u>Illenois</u>	)				
	) SS				
COUNTY OF Cook	_ )				
acknowledged said instrument to be the free and volun the Lender through its board of directors or otherwise, for	before me, the undersigned Notary and known to me to be the <u>V/CE</u> that executed the within and foregoing instrument and tary act and deed of the said Lender, duly authorized by or the uses and purposes therein mentioned, and on oath instrument and that the seal affixed is the corporate seal				
By Joy Maris	Residing at				
Notary Public in and for the State of	"OFFICIAL SEAL"				
My commission expires 12-11-2004	JOY MARIS  Notary Public, State of Illinois  My Commission Expires 12/11/04				

UNOFFICIAL COPY 14806 Page 3 of 4 (Continued) Page 3

TRUST ACKNOWLEDGMENT				
STATE OF	Illinois		)	
			) SS	
COUNTY OF	Cook		)	
On this14rh_ Public, personally ap	prand <u>Fredri</u>		ice President	pefore me, the undersigned Notary
authority of statute, if authorized to execute	to be (a.i.) authorized the and voluntury act and for the uses and purple this and in fact execution.	trustee(s) or age deed of the trus oses therein me	st, by authority se intioned, and on o	that executed the and acknowledged of forth in the trust documents or, by eath stated that he or she/they is/are
<u> </u>	d for the State of	Illinois	Residing at _	OFFICIAL SEAL
My commission exp	pires <u>December</u>	11, 2004	) O <sub>U 2</sub>	ELEANOR DANK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/11/04
			J.C.	
				O/A/CO