22059381cmc

This instrument was prepared by:

Name:Fran Beckham 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

----[Space Above This Line For Recording Data]---1800251581

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement "Agreement"), made November 27, 2002 between STEVEN T MARCIANI, SIN GLE NEVER MARRIED AND DONALD W WIDMER, SINGLE NEVER ("For ower") and **MARRIED** 

BankFinancial, F.S.B. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated May 29, 1998 ar a recorded in Book or Liber, at page(s)

jurisdiction, of the county Records of Cook IL [Name of Record.] [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

1525 S MICHIGAN AVE., #301

CHICAGO, IL 60605-

[Property Address]

the real property described being set forth as follows:

UNIT 301 IN THE 1525 MICHIGAN AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE

ALL OF WHITE BLOCK "A", BEING A CONSOLIDATION OF PARTS OF THE ASSESSOR'S DIVISIONOF THE NORTHWEST FRACTUIONAL QUARTER OF SECTION 22, AND PARTS OF HUGH MAHER'S SUPDIVISION OF PART OF SAID FRACTIONAL QUARTER SECTION; AND PARTS OF CERTAIN LOTS IN BLOCKS 23 AND 28 OF ASSESSOR'S SUBDIVISION IN SAID FRACTIONAL QUARTER SECTION, ALL IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH IOS ATTACHED AS AN EXIGEIT TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 30, 1998 AS DOCUMENT 98246869 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

17-22-108-079-1027 17-22-108-079-1080

> 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):

, the amount payable under the Note and the Security As of November 27, 2002 Instrument (the "Unpaid Principal Balance") is U.S. \$174,969.27, consisting of the 1. amount(s) loaned to Borrower by Lender and any interest capitalized to date.

BOX 333-CIP

## UNOFFICIAL COPY0002963

Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. 2. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.2500%, from January 01, 2003. Borrower promises to make monthly payments of principal , beginning on January 01, 2003, and interest of U.S. \$1,144.85 ,and continuing thereafter on the same day each succeeding month until principal and

interest are paid in full. If on June 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.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if 3. Lor over 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.

- Borrower also will comply with o' other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all 4. payments of taxes, insurance premiur is, 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:
  - all terms and provisions of the Note and Socurity Instrument (if any) providing for, (a) implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - all terms and provisions of any adjustable rate rider or other instrument or document that (b) 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 at those referred to in (a) above.
- Nothing in this Agreement shall be understood of construed to be a satisfaction of release in whole 5. 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.

## **UNOFFICIAL COPY**

BankFinancial, F.S.B.

State of Illinois

County of Cook

,a Notary Public in and for said county and state do hereby

I, Nelli Brevinsky ,a Notary Public in and for said county and state do hereby

Certify that Steven T narciani & Donald L. Widner, 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 free and voluntary act, for the signed and delivered the said instrument as Acknowledged that they ai uses and purposes therein set forth.

Given under my hand and offic at seal, this

27 day of november, 2002

My Commission Expires: 01/11/04

Notary Public, State of Illinois

State of Illinois

County of certify that Chan , a Notary Public in and for said county and state do hereby

, personally known to me to be the

, personally known to me to be the Vice President of BankFinancial, F.S.B. and Louin DeMone of said corporation whose names are subscribed to the foregoir g instrument, appeared Vice President

Vice President and Hast before me this day in person and severally acknowledged that as such

Vice President and HSSt Vice President, they signed and delivered the said instrument of writing as of said corporation and caused the corporate seal of said corporation to be affixed in electropursuant to

Vice President 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 2747

day of [ DA)

My Commission Expires:

**Public**