Cook County Recorder

28.80

H 23 005 35 3C1C This instrument was prepared by:

0030161218

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

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreemer ("Agreement"), made January 15, 2003, between RANA M SALEEM, MARRIED TO NAZNEEN FAYYAZ (Borrower") and BankFinancial, F.S.B. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 10/31/2002 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 Socurity Instrument, which covers the real and personal property described in the Security Instrument and detired therein as the "Property," located at

**4030 WEST NORTH SHORE** 

LINCOLNWOOD, IL 60712-

[Property Address]

the real property described being set forth as follows:

LOT 6, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING SAID LOT 6 AND ALSO THE WEST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINING SAID LOT 6, IN VERNE G. OSCARSON'S LINCOLNWOOD DELLS, A RESUBDIVISION OF LOTS 7 TO 16, BOTH INCLUSIVE, IN KENDRICK CRAWFORD NORTH SHORE ADDITION TO WES FACGERS PARK, A SUBDIVISION OF PART OF THE NORTH 21 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

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):

- 1. As of October 31, 2002 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$300,000.00, 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 5.625%,
   from December 1, 2002. Borrower promises to make monthly payments of principal

**BOX 333-CTI** 

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and interest of U.S. \$2,471.20 , beginning on December I, 2002, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on November 01, 2017 (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.
  - 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 falls 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 charge or adjustment in the rate of interest payable under the Note; and
  - all terms and provisions of any riders 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 an ended by this Agreement.

Kana m Solam (Seal)

OFFICIAL SEAL
CAROLYN DANIEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-28-2008

Subscribed and sworn to before mo

at Chicago, County of Cook, State of Illinois.

Notary Public

## **UNOFFICIAL COPY**

BankFinancial, F.S.B.

30161218

By: Wice President (Sea	l) Attest by:	Asst. Vice President (Seal)
State of Illinois County of SS:		
l, Certify that	,a Notary Public in and for sa	id county and state do hereby ,personally known to me to
Be the same person(s) whose rune(s) subscribed to the f Acknowledged that signed and delivered to		
uses and purposes therein set forth Given under my hand and official seal, this	day of	, 2002
My Commission Expires:		
	Notary Public	
State of Illinois County of Cook SS: I. Rimbarly A. Filmatrich certify that Charley Walley	, , personally	id county and state do hereby
Vice President of BankFinancial, F.S.B. and North St. Vice President of said corporation who before me this day in person and severally acknowledged Vice President, they signed and delivered the said instrust Vice President of said corporation and caused the co	nose names are subscribed to the state of th	nally known to me to be the ne force ing instrument, appeared Vice President and SST Vice President and SST
authority given by the Board of Directors of said corporand deed of the said corporation for the uses and purpose Given under my hand and official seal this	ation as their free and voluntar	y act, and as the free and voluntary act
My Commission Expires:	$\Lambda t$	, N. A

"OFFICIAL SEAL"

FRANC

KIANBERLY A. FITZPATRICK

COMMISSION EDFIRES 06/29/05

Public