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Doc#: 0502846206
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 01/28/2005 03:11 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Miguel A. Hernandez, A. A. (1902001222 TV)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 30, 2004, is made and executed between LaSalle Bank National Association as Trustee under Trust Agreement dated December 8, 2003 and known as Trust Number 132107, whose address is 135 S. LaSalle St., Suite 2500, Chicago, IL 60603 (referred to below as "Grantor") and BankFinancial, F.S.B., whose address is 15W060 North Frontage Road, Burr Ridge, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 30, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT DATED DECEMBER 30, 2003 AND RECORDED ON JANUARY 8, 2004 AS DOCUMENT NUMBERS 0400831002 AND 0400831003 RESPECTIVELY.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as fully set forth herein.

The Real Property or its address is commonly known as 4048-4054 W. Peterson Ave., Chicago, IL 60646. The Real Property tax identification number is 13-03-228-038-0000; 13-03-228-039-0000; 13-03-228-040-0000; 13-03-228-041-0000

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

INTEREST RATE IS HEREBY CHANGED ON THE NOTE FROM PRIME, FLOATING PLUS 1.50% TO 6.625% FIXED DURING THE TERM OF THE LOAN; NEW MONTHLY PRINCIPAL AND INTEREST PAYMENT OF \$1,378.07; AND EXTEND MATURITY DATE INDEFINITELY.

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

ACCOMMODATION - DAN

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MODIFICATION OF MORTGAGE

(Continued)

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, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 30, 2004

GRANTOR:

LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8, 2003 AND KNOWN AS TRUST NUMBER 132107 and not personally

By: *[Signature]*
Authorized Signer for LaSalle Bank National Association as Trustee under Trust Agreement dated December 8, 2003 and known as Trust Number 132107

By: *[Signature]*
Authorized Signer for LaSalle Bank National Association as Trustee under Trust Agreement dated December 8, 2003 and known as Trust Number 132107

LENDER:

BANKFINANCIAL, F.S.B.

X *[Signature]*
Authorized Signer

This instrument is executed by LASALLE BANK National Association, Inc. personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association, Inc. as Trustee, as aforesaid, and not individually and not jointly, are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT

STATE OF ILL)
) SS
 COUNTY OF COOK)

On this 5th day of JANUARY, 2005 before me, the undersigned Notary Public, personally appeared ETA A. EDWARDS

TRUST OFFICER

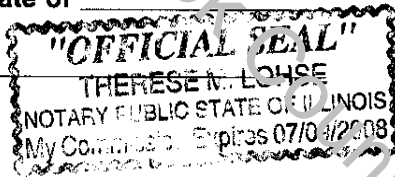
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Therese M. Lohse

Residing at Wells Bank National Association
1000 West
477 W. Dempster
Skokie, Illinois 60076

Notary Public in and for the State of _____

My commission expires _____



Notary Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 17th day of January, 2008 before me, the undersigned Notary Public, personally appeared Terry DeLan and known to me to be the Assistant Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Joy Maris Residing at _____
 Notary Public in and for the State of Illinois

My commission expires 12-11-2008



CLERK'S OFFICE OF COOK COUNTY

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EXHIBIT "A"

PARCEL I: LOT 17 IN BLOCK 19 IN KRENN AND DATO'S CRAWFORD-PETERSON ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF PART OF THE EAST ½ FRACTIONAL SECTION 3 (NORTH OF THE INDIAN BOUNDARY LINE), TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1924 AS DOCUMENT NUMBER 8548903, IN COOK COUNTY, IL.

PARCEL II: THE SOUTH 100.00 FEET OF LOT 16 (EXCEPT THE EAST 16 FEET THEREOF HERETOFORE DEDICATED AS AN ALLEY BY DOCUMENT NUMBER 21177632) IN BLOCK 19 IN KRENN AND DATO'S CRAWFORD-PETERSON ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER (EXCEPT THE NORTH 42 RODS) AND THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 3 (NORTH OF THE INDIAN BOUNDARY LINE), TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1924 AS DOCUMENT NUMBER 8548903, IN COOK COUNTY, IL.

PARCEL III: LOTS 14 AND 15 IN BLOCK 19 IN KRENN AND DATO'S CRAWFORD-PETERSON ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER (EXCEPT THE NORTH 42 RODS) OF THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 3 (NORTH OF THE INDIAN BOUNDARY LINE), TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1924 AS DOCUMENT NUMBER 8548903, IN COOK COUNTY, IL.