

# UNOFFICIAL COPY

10/21  
**RECORDATION REQUESTED BY:**

BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527



**WHEN RECORDED MAIL TO:**

BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

Doc#: 0525508115 Fee: \$32.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/12/2005 01:50 PM Pg: 1 of 5

**SEND TAX NOTICES TO:**

BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by: Commercial-1900027036  
BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 3, 2005, is made and executed between BankFinancial, F.S.B., not personally but solely as Trustee Under Trust Agreement Dated February 15, 2000 and Known as Trust Number 10538, whose address is 15W060 N. Frontage Road, Burr Ridge, IL 60527 (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 July 3, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated July 3, 2003 and Recorded August 8, 2003 in the Cook County Recorder's Office as Document Number 0322029044

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

LOTS 289 AND 290 IN KENNEDY PARK ADDITION IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5403 S. Maplewood Avenue, Chicago, IL 60623 The Real Property tax identification number is 19-12-429-001-0000.

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

The maturity date is hereby extended from July 3, 2005 to May 3, 2008.

**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,

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

makers and endorser 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 JULY 3, 2005.**

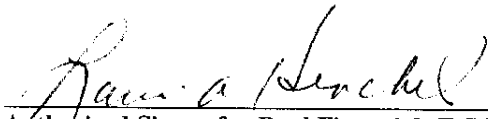
**GRANTOR:**

BankFinancial, F.S.B., not personally but solely  
as Trustee Under Trust Agreement Dated February  
15, 2000 and Known as Trust Number 10583



Trust Officer

Authorized Signer for BankFinancial, F.S.B., not personally  
but solely as Trustee Under Trust Agreement Dated February  
15, 2000 and Known as Trust Number 10583



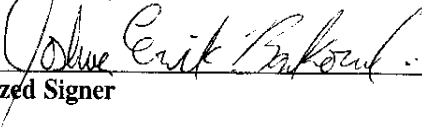
Asst Trust Officer

Authorized Signer for BankFinancial, F.S.B., not personally  
but solely as Trustee Under Trust Agreement Dated February  
15, 2000 and Known as Trust Number 10583

Exoneration provision waiving any liability  
of BankFinancial, F.S.B.  
is attached hereto and is hereby expressly  
made a part hereof

**LENDER:**

**BANKFINANCIAL, F.S.B.**

X   
Authorized Signer

PROPERTY OF  
CLERK'S OFFICE

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )

)

COUNTY OF Cook )

On this 28 day of July, 2005 before me, the undersigned Notary Public, personally appeared

**Trust Officer & Asst. Trust Officer**

and known to me to be (an) authorized trustee(s) or designated 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 Latonie Dumas Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 12/31/07



OFFICE OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )

)SS

COUNTY OF COOK )

On this 28th day of July, 2005 before me, the undersigned Notary Public, personally appeared Josh Borowski, and known to me to be the OFFICER, 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 Latonia Dumas Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 12/31/07



Office of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXONERATION PROVISION

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against *BankFinancial* F.S.B. on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.