

UNOFFICIAL COPY

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

SEND TAX NOTICES TO:

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



Doc#: 0602308102 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/23/2006 11:01 AM Pg: 1 of 6

FOR RECORDER'S USE ONLY

This Modification of Mortgage and Security Agreement prepared by:

Commercial - Joy Maris, A.A. (1900014938/WA)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

THIS MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT dated December 14, 2005 is made and executed between Devon Prosel Center, LLC, an Illinois Limited Liability Company whose address is 6612 N. Lemai, Lincolnwood, IL 60712 (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 AND SECURITY AGREEMENT. Lender and Grantor have entered into a Mortgage and Security Agreement dated December 1, 2002 (the "Mortgage and Security Agreement"), which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Security Agreement dated November 1, 2002 and Recorded November 8, 2002 in the Cook County Recorder's Office as Document Number 0021236572

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

SEE ATTACHED EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3924 West Devon Avenue, Lincolnwood, IL 60712. The Real Property tax identification number is 10-35-327-006-0000, 10-35-327-007-0000, 10-35-327-008-0000 and 10-35-327-016-0000.

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

Principal amount is hereby changed to \$1,420,345.00

The maturity date is hereby changed to December 14, 2010

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,

511041

IMAGED

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE


(Continued)

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 14, 2005.


GRANTOR:

DEVON PROSEL CENTER, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 
Barry Fields, Manager of Devon Prosel Center, LLC, an Illinois Limited Liability Company

LENDER:

BANKFINANCIAL, F.S.B.

X 
Authorized Signer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

)

COUNTY OF Cook)

On this 23rd day of December, 2005 before me, the undersigned Notary Public, personally appeared _____

and known to me to be (a) member(s) or designated agent(s) of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Joy Maris
at _____



Notary Public in and for the State of Illinois

My commission expires 12-11-2008

PROPERTY OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

)SS

COUNTY OF Cook)

On this 23rd day of December, 2005 before me, the undersigned Notary Public, personally appeared Walter Adreani and known to me to be the Reg. Vice Pres., 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
at _____

Residing

Notary Public in and for the State of Illinois

My commission expires 12-11-2008



Cook County Clerk's Office

UNOFFICIAL COPY

SCHEDULE "A"

This SCHEDULE "A" is attached to and by this reference is made a part of the Modification of Mortgage and Security Agreement dated December 14, 2005, and executed in connection with a loan or other financial accommodations between BANKFINANCIAL, F.S.B. and Devon Prosel Center, LLC, an Illinois Limited Liability Company.

PARCEL 1:

LOT 36 (EXCEPT THE NORTH 33 FEET THEREOF AND EXCEPT THE EASTERLY 25 FEET MEASURED AT RIGHT ANGLES THEREOF) IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH FEET OF THE EAST AND WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF LOT 36 AND NORTH OF LOT 37, LYING EAST OF THE WEST LINE OF AFORESAID LOT 36 EXTENDED SOUTH 8 FEET; LYING WEST OF THE EASTERLY LINE OF AFORESAID LOT 36 (BEING THE WESTERLY LINE OF PROESEL AVENUE) EXTENDED SOUTHWESTERLY TO THE NORTHEAST CORNER OF AFORESAID LOT 37; ALL IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 37 (EXCEPT THE WEST 194.06 FEET AND THE SOUTH 17 FEET TAKEN FOR DEVON AVENUE) IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 8 FEET OF THE EAST AND WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF LOT 36 AND NORTH OF LOT 37, LYING EAST OF THE EAST LINE OF THE WEST 194.06 FEET OF LOT 37 EXTENDED NORTH 8 FEET; LYING WEST OF THE EASTERLY LINE OF AFORESAID LOT 36 (BEING THE WESTERLY LINE OF PROESEL AVENUE) EXTENDED SOUTHWESTERLY TO THE NORTHEAST CORNER OF AFORESAID LOT 37; ALL IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS

THIS SCHEDULE "A" IS EXECUTED ON DECEMBER 14, 2005.

GRANTOR:

DEVON PROSEL CENTER, LLC, an Illinois limited liability company

By: 

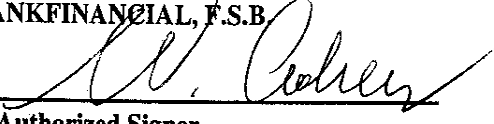
Barry Fields, Manager of Devon Prosel Center, an Illinois limited liability company

UNOFFICIAL COPY

SCHEDULE "A"
(Continued)

LENDER:

BANKFINANCIAL, F.S.B.

X 

Authorized Signer

Property of Cook County Clerk's Office

