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This document was prepared by and after filing return to:



Doc#: 0611608059 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/26/2006 11:03 AM Pg: 1 of 7

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

MODIFICATION AND EXTENSION AGREEMENT

This Agreement is made as of the 1st day of February, 2006, by and between 2636 N. HALSTED, LLC, an Illinois limited liability company (the "**Borrower**") and BANKFINANCIAL, F.S.B. (the "**Bank**").

WHEREAS, at the request of the Borrower and Guarantor, on or about April 30, 2002, the Lender made a loan to the Borrower in the original principal amount of \$730,000.00 (the "**Loan**"); and

WHEREAS, on or about April 30, 2002, the Borrower executed and delivered to the Lender that certain Mortgage Note in the principal amount of \$730,000.00 (the "**Note**"); and

WHEREAS, on or about April 30, 2002, to secure the obligations under the Note, the Borrower, as Mortgagor, executed and delivered to the Lender, as Mortgagee, a Mortgage and Security Agreement (the "**Mortgage**") on certain real estate located in Cook County, Illinois, commonly known as 2636 N. Halsted Street., Chicago, IL, the legal description of which is attached hereto as Exhibit A (the "**Premises**"), which Mortgage was recorded with the Cook County Recorder of Deeds (the "**Recorder**") on May 7, 2002, as Document No. 0020523651; and

WHEREAS, on or about April 30, 2002, to further secure the obligations under the Note, the Borrower, as Assignor, executed and delivered to the Lender, as Assignee, an Assignment of Rents and of Lessor's Interest in Leases (the "**Assignment**") on the Premises, which Assignment was recorded with the Recorder on May 7, 2002, as Document No. 0020523652 (the Note, the Mortgage, the Assignment, the Guaranty and all other documents relating to the Loan executed by Borrower or any Guarantor are the "**Loan Documents**"); and

WHEREAS, the Maturity Date under the Note is June 1, 2007; and

WHEREAS, as of the date hereof, the outstanding principal balance under the Note is \$703,000.00; and

WHEREAS, the Borrower and the Guarantor desire to modify the Note, the Mortgage, the Assignment and the other Loan Documents by, among other things,

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extending the Maturity Date and modifying the interest rate as more fully set forth below;
and

WHEREAS, the Lender has agreed to modify the Note, the Mortgage, the Assignment and the other Loan Documents as more fully set forth below.

NOW THEREFORE, in consideration of the premises hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Note, the Mortgage, the Assignment and the other Loan Documents are modified as follows:

1. All capitalized terms used but not elsewhere defined herein shall have the meanings ascribed to them in the Loan Documents.

2. The Maturity Date of the Note is hereby modified and extended to June 1, 2032.

3. From and after the date hereof, and subject to any payment changes resulting from changes in the Index (defined below), Borrower will pay this Loan in accordance with the following payment schedule: 84 consecutive monthly fixed principal and interest payments in the amount of \$4,485.99 each, beginning March 1, 2006, with interest calculated on the unpaid principal balances at a fixed interest rate of 6.125% per annum; 231 consecutive monthly principal and interest payments in the initial amount of \$4,980.70 each, beginning March 1, 2013, with interest calculated on the unpaid principal balances at an interest rate based on the weekly average yield on U.S. Securities adjusted to a constant maturity of One (1) year, as made available by the Federal Reserve Statistical Release H.15(519) (currently 4.500%), plus a margin of 3.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this Loan, resulting in an initial interest rate of 7.500%; and one principal and interest payment of \$4,982.40 on June 1, 2032, with interest calculated on the unpaid principal balances at an interest rate based on the weekly average yield on U.S. Securities adjusted to a constant maturity of One (1) year as made available by the Federal Reserve Statistical Release H.15(519) (currently 4.500%), plus a margin of 3.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 7.500%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Interest is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

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4. On and after March 1, 2013, interest rate is subject to change from time to time based on changes in an independent index which is the weekly average yield on U.S. Securities adjusted to a constant maturity of One (1) year, as made available by the Federal Reserve Statistical Release H.15(519) (the "**Index**"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of the Loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year after the original seven-year term. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 4.500% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. NOTICE: Under no circumstances will the interest rate on the Note be less than 6.125% per annum or more than (except for any higher Default Rate) the lesser of 12.125% per annum or the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's Loan will pay off by the Maturity Date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

5. Borrower may prepay the Loan, in whole, but not in part upon 10 days prior written notice to Lender and upon payment to Lender of a prepayment premium of 3% of the Loan balance if paid on or before February 1, 2007, 2% of the Loan balance if paid after February 1, 2007, but on or before February 1, 2008 and 1% of the Loan balance if paid after February 1, 2008, but on or before February 1, 2009. There shall be no prepayment premium if the Loan balance is paid after February 1, 2009. This prepayment premium will not be charged if (i) the Premises are sold to an unrelated third party or (ii) the Borrower is refinancing the Loan with the Lender and the old interest rate is equal to or less than the new rate for the same loan program.

6. Paragraph C of the lettered paragraphs in the Note following "It shall be an event of default ("Event of Default") if any one or more of the following events, conditions or acts shall occur" is amended to provide as follows:

C. The Borrower or any Guarantor fails or neglects to comply with or to perform in accordance with any representation, warranty, covenant, condition or other provision contained in any of the Loan Documents or any other default occurs thereunder and such default is not cured within any applicable cure or grace period; or

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4. On and after March 1, 2013, interest rate is subject to change from time to time based on changes in an independent index which is the weekly average yield on U.S. Securities adjusted to a constant maturity of One (1) year, as made available by the Federal Reserve Statistical Release H.15(519) (the "**Index**"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of the Loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year after the original seven-year term. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 4.500% per annum. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. NOTICE: Under no circumstances will the interest rate on the Note be less than 6.125% per annum or more than (except for any higher Default Rate the lesser of 12.125% per annum or the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's Loan will pay off by the Maturity Date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

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7. Except as expressly amended hereby, the Note, the Mortgage, the Assignment and all other Loan Documents shall remain in full force and effect. The Note, the Mortgage, the Assignment and all rights and powers created thereby and thereunder or under such other Loan Documents are in all respects ratified and affirmed. From and after the date hereof, the Note shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Note shall continue in full force and effect and the Note and this Agreement shall be read, taken and construed as one and the same instrument. On and after the date hereof, the terms the "Note" and the "Mortgage" as used in the Note, the Mortgage, the Assignment and the Loan Documents executed in connection therewith and/or herewith or any other instrument, document or writing executed by Borrower or furnished to or for the benefit of Bank by Borrower in connection herewith or therewith shall mean the Note, the Mortgage and the Loan Documents as amended hereby.

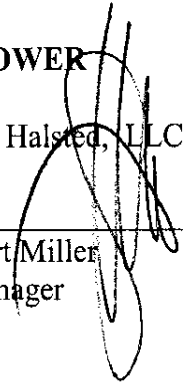
8. Borrower represents and warrants that to the best of Borrower's knowledge there does not exist any Event of Default under the Note or any of the Loan Documents.

9. Borrower acknowledges, agrees and affirms that it has no knowledge of any claims, defenses, or offsets of any nature against the Bank or with respect to the enforcement of the Note, the Mortgage or any of the Loan Documents; nor does it have any knowledge of any facts that would or might give rise to any claims against the Bank. If facts now exist of which Borrower has actual knowledge or of which Borrower should have actual knowledge which would or could give rise to any claim against the Lender or with respect to the enforcement of the Note, the Mortgage or any of the Loan Documents, this Agreement or any other documents executed in connection with or related to the Loan, Borrower, hereby unconditionally, irrevocably and unequivocally waives and fully releases the Lender, its officers, directors and employees and their respective heirs and assigns from any and all such claims.

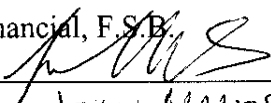
IN WITNESS WHEREOF, Borrower and Lender have executed this Modification and Extension Agreement as of the day and year first written above.

BORROWER

2636 N. Halsted, LLC, an Illinois limited liability company

By: 
Stuart Miller
Its: Manager

LENDER

Bank Financial, F.S.B.
By: 
Name: JOHN MANOS
Title: S.R.V.P.

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STATE OF ILLINOIS)

COUNTY OF _____)

On this ___ day of _____, 20___, before me, the undersigned Notary Public, personally appeared Stuart Miller and known to me to be the Manager of 2636 N Halsted, LLC, an Illinois limited liability company that executed the Modification and Extension Agreement and acknowledged that the execution of the Modification and Extension Agreement to be the free and voluntary act and deed of 2636 N. Halsted, LLC, 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 is authorized to execute this Modification and Extension Agreement and in fact executed this Modification and Extension Agreement on behalf of 2636 N. Halsted, LLC.

By: [Signature] Residing at: One IBM Plaza, 3000 Chicago, IL 60611

Notary Public in and for the State of Illinois

My commission expires: 7/16/09



STATE OF ILLINOIS)

COUNTY OF Cook)

On this 1 day of Feb, 2006, before me, the undersigned Notary Public, personally appeared John Manos and known to me to be the Dr. V.P., authorized agent for BankFinancial, F.S.B., that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BankFinancial, F.S.B., duly authorized by BankFinancial, F.S.B. 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.

By: [Signature: Laurie A. Henchel] Residing at: Been Ridge Dr

Notary Public in and for the State of Illinois

My commission expires: 2/17/07



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EXHIBIT A

2636 N. Halsted, LLC

Lot 12 in Reynold's Subdivision of the East 5 Acres of Lot 14 in Canal Trustees' Subdivision of the East ½ of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 17-29-407-075

Property of Cook County Clerk's Office