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RECORDATION REQUESTED BY:

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



Doc#: 0615046007 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/30/2006 10:37 AM Pg: 1 of 5

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Commercial-1900026707 JM
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2006, is made and executed between Milwaukee Medill Development, LLC, an Illinois Limited Liability Company, whose address is 2638 N. Halsted, Chicago, IL 60614 (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 April 1, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated March 30, 2004 and Recorded April 5, 2004 in the Cook County Recorder's Office as Document Numbers 040964134 & 040964135 respectively.

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

See 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 2336-44 N. Milwaukee Avenue/2833-35 W. Medill Avenue/and 2856 W. Belden Avenue, Chicago, IL 60647. The Real Property tax identification number is 13-36-105-029-0000, 13-36-105-033-0000, 13-36-105-034-0000, 13-36-105-035-0000 and 13-36-105-036-0000.

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

Interest Rate. The interest rate is hereby changed from a LIBOR plus 250 basis points floating rate of 3.610% to 6.625% Fixed for the remaining of the loan. The Term of the loan is hereby changed to a 3-year balloon amortized over 25 years.

Payment. Borrower will pay this loan in 35 regular payments of \$14,573.78 each and one irregular payment estimated at \$2,037,297.15. Borrower's first payment is due May 1, 2006, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on April 1, 2009, and

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MODIFICATION OF MORTGAGE (Continued)

will be for all principal and all accrued interest not yet paid.

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, 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 APRIL 1, 2006.

GRANTOR:

MILWAUKEE MEDICAL DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

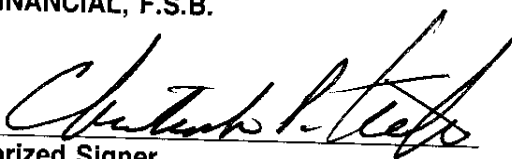
By:

Stuart Miller, as Trustee of The Stuart Miller Declaration of Trust dated 2/2/99, Manager of Milwaukee Medical Development LLC, an Illinois Limited Liability Company

LENDER:

BANKFINANCIAL, F.S.B.

X



Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 18th day of May, 2006 before me, the undersigned Notary Public, personally appeared **Stuart Miller, as Trustee of The Stuart Miller Declaration of Trust dated 2/2/99, Manager of Milwaukee Medill Development LLC, an Illinois Limited Liability Company**, and known to me to be a member or designated agent 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 is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Latoria Dumas Latoria Dumas Residing at Chicago

Notary Public in and for the State of IL

My commission expires 12/31/07



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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 22nd day of May, 2006 before me, the undersigned Notary Public, personally appeared Christopher Keating and known to me to be the 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 Latonia Dumas Residing at Chicago

Notary Public in and for the State of IL

My commission expires 12/31/07



Cook County Clerk's Office

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EXHIBIT "A"

BORROWER: Milwaukee Medill Development, LLC, an Illinois Limited Liability Company
PROPERTY ADDRESS: 2336-44 N. Milwaukee Avenue, Chicago, IL 60647
2833-35 W. Medill Avenue, Chicago, IL 60647
2856 W. Belden Avenue, Chicago, IL 60647

LOAN NO.: 1900028707

PARCEL 1:

LOTS 5 AND 6 IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE IN JOHN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTHWEST OF PLANK ROAD (EXCEPT THAT PART OF SAID LOT 6 LYING SOUTHWESTERLY OF LINE RUNNING NORTHWESTERLY SOUTHEASTERLY PARALLEL WITH MILWAUKEE AVENUE FROM POINT IN THE SOUTHERLY LINE OF SAID LOT 6 DISTANT 29 1/2 FEET FROM THE SOUTH WESTERN CORNER OF SAID LOT 6 TO NORTHWESTERLY LINE OF SAID LOT 6 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 13-36-105-035-0000 (LOT 6) AND 13-36-105-036-0000 (LOT 5)

PARCEL 2:

LOTS 7 IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE IN JOHN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTHWEST OF PLANK ROAD (EXCEPT THAT PART THEREOF CONVEYED TO THE METROPOLITAN WEST SIDE ELEVATED RAILROAD COMPANY BY WARRANTY DEED RECORDED NOVEMBER 12, 1895, AS DOCUMENT NO. 2306361 IN BOOK 5517, PAGE 387) IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER 13-36-105-034-0000

PARCEL 3:

LOT 8 IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE IN JOHN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 13-36-105-033-0000

PARCEL 4:

LOT 12 IN HINSDALE'S RESUBDIVISION OF LOTS 1 THROUGH 10, ALL INCLUSIVE IN JOHN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LOT 12 THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF SAID LOT 46 1/2 FEET FROM THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE ALONG THE EAST LINE OF SAID LOT, 39 FEET, THENCE IN A NORTHWESTERLY DIRECTION TO POINT IN THE WESTLINE OF SAID LOT, 65 1/2 FEET FROM THE NORTHWEST CORNER OF SAID LOT, THENCE NORTH ALONG SAID WEST LINE 39 FEET, THENCE IN A SOUTHEASTERLY DIRECTION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 13-36-05-029-0000