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Doc#: 0620856066 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/27/2006 01:24 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

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

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Joy Maris, Adm. Assistant (1902011518-DH)  
BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated June 8, 2005, is made and executed between Alta Palmer LLC, whose address is 1658 N. Milwaukee Ave., Chicago, IL 60647 (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 6, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE AND ASSIGNMENT OF RENTS TO BANKFINANCIAL, F.S.B. (LENDER) DATED JULY 6, 2005 AND RECORDED JULY 8, 2005 AS DOCUMENT NUMBER 0518920117 AND 0518920118 RESPECTIVELY.**

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

LOT 48 IN BLOCK 7 IN "HOLSTEIN", A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2346 W. Palmer St., Chicago, IL 60647. The Real Property tax identification number is 14-31-111-023-0000.

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

**PRINCIPAL INCREASED TO \$1,061,250.00; FLOOR RATE CHANGED TO 8.0% AND EXTENDED MATURITY DATE INDEFINATELY.**

**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,

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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 JUNE 8, 2006.**

**GRANTOR:****ALTA PALMER LLC****By:**  
**Robert A. Lederer, Manager of Alta Palmer LLC****LENDER:****BANKFINANCIAL, F.S.B.****X**  
**Authorized Signer**

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**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 14th day of June, 2006 before me, the undersigned Notary Public, personally appeared **Robert A. Lederer, Manager of Alta Palmer LLC**, 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 Joy Maris Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 12-11-2008



Clerk of Cook County Clerk's Office

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**LENDER ACKNOWLEDGMENT**

STATE OF Illinois )  
 )  
 ) SS  
COUNTY OF Cook )

On this 9th day of June, 2006 before me, the undersigned Notary Public, personally appeared Daniel Hagedorn and known to me to be the Regional Mr. 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 Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 12-11-2008

