

# UNOFFICIAL COPY



Doc#: 0704646097 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/15/2007 01:38 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:  
1902022054/TV  
BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 1, 2007, is made and executed between Ari Shabat and Shoshana R. Shabat, husband and wife, whose address is 2838 W. Touhy Ave. Unit H, Chicago, IL 60645 (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 November 20, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated and recorded November 20, 2006 as document number 0632450097 on real property commonly known as 2838 W. Touhy Ave. #H, Chicago, IL 60646.

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

UNIT 8, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE CHESTERFIELD ON TOUHY CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21576982, IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2838 W. Touhy Ave. #H, Chicago, IL 60646. The Real Property tax identification number is 10-25-328-008-1008.

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

The Note secured by this Mortgage has been modified by increasing the principal amount of the Note to \$500,000.00.

**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

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## MODIFICATION OF MORTGAGE

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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 FEBRUARY 1, 2007.**

GRANTOR:

X 

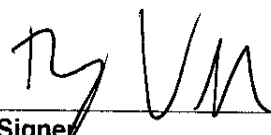
Ari Shabat

X 

Shoshana R. Shabat

LENDER:

BANKFINANCIAL, F.S.B.

X 

Authorized Signer

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **Ari Shabat and Shoshana R. Shabat**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of February, 2007

By Joy Maris Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 12-11-2008



### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 12th day of February, 2007 before me, the undersigned Notary Public, personally appeared Terrence Villan and known to me to be the Regional 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



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The page contains several large, handwritten scribbles in black ink, which appear to be illegible marks or signatures. These scribbles are located in the upper right and middle sections of the page, partially overlapping the diagonal watermark text.