

# UNOFFICIAL COPY



Doc#: 0714546091 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/25/2007 11:59 AM Pg: 1 of 6

**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:  
Commercial-1902001816 (TV)  
BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

**FINANCIAL TITLE SERVICES**  
15W060 N. FRONTAGE RD  
BURR RIDGE, IL 60527

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 11, 2007, is made and executed between Chicago Title Land Trust Company, as Trustee Under Trust Agreement Dated 1-19-94 and Known as Trust Number 5610, whose address is 171 W. Madison St., 17th Floor, Chicago, IL 60602 (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 March 4, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE AND ASSIGNMENT OF RENTS DATED MARCH 4, 2004 AND RECORDED MARCH 9, 2004 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBERS 0406946176 & 0406946177 RESPECTIVELY.**

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

See 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 3800 W. Dempster St., Skokie, IL 60076. The Real Property tax identification number is 10-14-310-055-0000 and 10-14-310-056-0000.

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

**INTEREST RATE.**

Effective May 11, 2007, the Note shall accrue interest at the fixed rate per annum of 6.50%.

**MATURITY DATE.**

The maturity date of the Note is hereby amended and extended from March 4, 2007 to May 11, 2014.

**PAYMENT.**

703165 Cook Pd

FINANCIAL TITLE SERVICES

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Loan No: 1902001816

(Continued)

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Borrower will pay this loan in 83 regular payments of \$7,022.94 each and one irregular last payment estimated at \$1,003,212.08. Borrower's first payment is due June 11, 2007, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on May 11, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to any unpaid collection costs; then to any late charges; and then to principal. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**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 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 MAY 11, 2007.**

**GRANTOR:**

**CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED 1-19-94 AND KNOWN AS TRUST NUMBER 5610**

By: \_\_\_\_\_

Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Trustee Under Trust Agreement Dated 1-19-94 and Known as Trust Number 5610

Attestation not required

By: pursuant to corporate by-laws.

Authorized Signer for Chicago Title Land Trust Company, as Trustee Under Trust Agreement Dated 1-19-94 and Known as Trust Number 5610

20070511 10:22:00 AM

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## MODIFICATION OF MORTGAGE

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LENDER:

BANKFINANCIAL, F.S.B.

X T. V. V.  
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

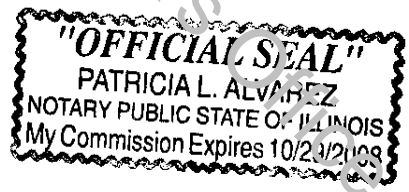
On this 11th day of MAY, 2007 before me, the undersigned Notary Public, personally appeared Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Trustee Under Trust Agreement Dated 1-19-94 and Known as Trust Number 5610  
By Mario V. Gotanco, Trust Officer

, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Patricia L. Alvarez Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 10/29/08



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## MODIFICATION OF MORTGAGE

Loan No: 1902001816

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 14th day of May, 2007 before me, the undersigned, Notary Public, personally appeared Terrence Delan and known to me to be the Regional 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 Morton Grove

Notary Public in and for the State of Illinois

My commission expires 12-11-2008



NOTARY PUBLIC OF COOK COUNTY CLERK'S OFFICE

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## EXHIBIT A

**GRANTOR:** Chicago Title Land Trust Company, as Trustee Under Trust Agreement Dated January 1, 1994 and Known as Trust Number 5610

**LOAN NO.:** 1902001816

**PROPERTY ADDRESS:** 3800 W. DEMPSTER STREET, SKOKIE, IL 60076

### **LEGAL DESCRIPTION:**

#### **PARCEL 1:**

LOTS 36 TO 39 BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOTS, AND THE PART OF LOT 35 AND ADJACENT VACATED ALLEY, LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 35 17.22 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 35; THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 14.02 FEET EAST OF THE WEST LINE OF SAID LOT 35 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALSO THAT PART OF LOT 40 AND ADJACENT VACATED ALLEY LYING WEST OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 40, 15.24 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 40; THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 13.13 FEET EAST OF THE WEST LINE OF SAID LOT 40 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY. ALL IN BLOCK 1 IN HARRY A ROTH AND COMPANY'S TURNER WOOD SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIR'S SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 41 AND 42 AND THAT PART OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOT TOGETHER WITH THAT PART OF LOT 40 AND ADJACENT VACATED ALLEY LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT AT THE SOUTH LINE OF SAID LOT 40, 16.24 FEET EAST OF THE SOUTH WEST CORNER; THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF VACATED ALLEY, 13.13 FEET EAST OF THE WEST LINE OF SAID LOT 40 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALL IN BLOCK 1 IN HARRY A ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIR'S SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14,

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**PG. 2** Amalgamated Bank of Chicago –Trust #5610

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN THE AGREEMENT DATED OCTOBER 1, 1981 AND RECORDED OCTOBER 16, 1981 AS DOCUMENT 26029806 AND AS AMENDED BY RELEASE OF EASEMENT, PARTIAL RELEASE OF EASEMENT AND GRANT OF ACCESS EASEMENT RECORDED 3/21/2006 AS DOCUMENT 0508042323 AND RERECORDED 9/19/2005 AS DOCUMENT 0526239063 FOR INGRESS AND EGRESS AND PARKING ALONG THE FOLLOWING DESCRIBED LAND:

(A) LOTS 56 TO 66, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS, IN NORTHWESTERN EXTENSIONS REALTY COMPANY'S DEMPSTER STREET AND CRAWFORD AVENUE SUBDIVISION IN THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(B) LOT 4 (EXCEPT THE EAST 1/2 THERE OF), TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOT, IN BLOCK 2 IN HARRY A ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(C) (RELEASED PARCEL)

(D) LOTS 20 TO 34, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY NORTH OF AND ADJACENT TO SAID LOTS AND THAT PART OF LOT 35 AND ADJACENT VACATED ALLEY LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT OF THE SOUTH LINE OF SAID LOT 35; 17.22 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 35; THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, 14.02 FEET EAST OF THE WEST LINE OF LOT 35 EXTENDED NORTH TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID VACATED ALLEY, ALL IN BLOCK 1 IN HARRY A ROTH AND COMPANY'S TURNER WOODS SUBDIVISION OF LOT 8 IN THE JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.