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Doc#: 0719731034 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/16/2007 10:48 AM 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:
Commercial - Loan #1538100 ((\$)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 1, 2007, is made and executed between Sullivan House, an Illinois Not-For-Profit Corporation, whose address is 7305 S. Clyde Ave., Chicago, IL 60649 (referred to below as "Grantor") and BankFinancial, F.S.B., whose address is 150/060 North Frontage Road, Burr Ridge, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 24, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE DATED APRIL 24, 2004 AND RECORDED ON MAY 11, 2004 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBERS 0413227001.

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

LOT 23 (EXCEPT THE SOUTH 20 FEET THEREOF) AND THE SOUTH 10 FEET OF LOT 24 IN BLOCK 2 IN SOUTH BRYN MAWR, BEING A SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 16, 17, 18, 19 AND 20 IN BLOCK 6 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7305 S. Clyde Ave., Chicago, IL 60649. The Real Property tax identification number is 20-25-215-002-0000.

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

TO CORRECT THE NAME OF THE TITLE HOLDER FROM SULLIVAN HOUSE, INC. - SULLIVAN HOUSE CHILD WELFARE AGENCY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION TO SULLIVAN HOUSE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

CHANGE RATE FROM PRIME + 1% TO PRIME + 0%.

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

Mpss

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#### MODIFICATION OF MORTGAGE

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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.

MAXIMUM LIEN AMOUNT ADDENDUM. It is expressly agreed and understood that the Maximum Lien amount as set forth in this Mortgage is \$200,000.00 plus all items referenced in 735 ILCS 5/15-1302(b)(1-5) which statutory provision is incorporated by reference and made a part hereof.

WAIVER OF RIGHT OF REDEM TION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

ADDITIONAL RESTRICTIONS ON TRANSFER of shall be an immediate Event of Default hereunder if, without the prior written consent of Lender, Grantor strain contract for, commit to or permit any conveyance, sale assignment, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Real Property or any portion thereof. Lender may condition any consent upon such terms and conditions as it may require in its absolute discretion including, without limitation, an increase in the interest rate under the Note, the payment of a fee and the execution of a subordination agreement acceptable to Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION C. MORTGAGE IS DATED MAY 1, 2007. Ports Office

**GRANTOR:** 

SULLIVAN HOUSE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

Janice Greer, Executive Director of Sullivan House, an Illinois

Not-For-Profit Corporation

Bv:

Alan G. Hirsh. Aset. Executive Director of Sullivan House, an

Illinois Not-For-Profit Corporation

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# MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 1538100 LENDER: BANKFINANCIAL, F. 8.18. OFFICIAL SEAL JOAN H WERGES NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/22/09 Authorized Signer CORPORATE ACKNOWLEDGMENT STATE OF ) SS COUNTY OF 762 before me, the undersigned Notary On this Public, personally appeared Janice Greer, Executive Director; Alan G. Hirsh, Asst. Executive Director of Sullivan House, an Illinois Not-For-Profit Corporation , and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Nodification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation. Residing at  $\perp$ Notary Public in and for the State of \_\_\_\_\_ OFFICIAL SHAL My commission expires  $8 \cdot 22 \cdot 07$ Joan H Werges NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 08/22/09

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#### MODIFICATION OF MORTGAGE

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| LENDER ACKNOWLEDGMENT  |   |
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| Public, personally appeared  , at thorized agent for the Len acknowledged said instrument to be the free and v the Lender through its board of directors or others | ) ) SS ) Defore me, the undersigned Notary and known to me to be the              |
| LASER PRO Lending, Ver. 5.33.00.004 Copr. Harland Financial Solution   | ons, Inc. 1997, 2007. All Rights Be Livids IL CNCFI LPICERLPUGZOLEC TR-5178 PR-51 |