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Doc#: 0728208394 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/09/2007 11:00 AM Pg: 1 of 5

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 #1900015447 (CV)
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 October 4, 2007, is made and executed between Chicago Title Land Trust Company, not personally, but as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to First National Bank of Mt. Prospect under Trust Agreement dated November 15, 1973 and Known as Trust Number LT-0218, whose address is 181 W. Madison St., 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 October 4, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED OCTOBER 4, 2002 AND RECORDED ON OCTOBER 10, 2002 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBERS 0021114018 & 0021114019 RESPECTIVELY.

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

THE EAST 100 FEET OF THE WEST 955 FEET OF THE NORTH 235 FEET (EXCEPT THE NORTH 50 FEET THEREOF) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2349 East Oakton, Arlington Heights, IL 60005. The Real Property tax identification number is 08-26-102-029-0000.

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

THE MATURITY DATE OF THE PROMISSORY NOTE IS HEREBY EXTENDED FROM OCTOBER 4, 2007 TO JANUARY 4, 2008 AND THE MATURITY DATE OF THE MORTGAGE IS HEREBY EXTENDED INDEFINITELY.

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

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FINANCIAL TITLE SERVICES

Property of Cook County Clerk's Office

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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 \$400,000.00 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.

ADDITIONAL RESTRICTIONS ON TRANSFER. It shall be an immediate Event of Default hereunder if, without the prior written consent of Lender, Grantor shall 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.

WAIVER OF RIGHT OF REDEMPTION. 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 4, 2007.

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GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF MT. PROSPECT UNDER TRUST AGREEMENT DATED NOVEMBER 15, 1973 AND KNOWN AS TRUST NUMBER LT-0218

By: [Signature] Elizabeth Cordova
AVP & Land Trust Officer
Authorized Signer for Chicago Title Land Trust Company, not personally, but as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to First National Bank of Mt. Prospect under Trust Agreement Dated November 15, 1973 and Known as Trust Number LT-0218

Attestation not required pursuant to corporate by-laws.
By: [Signature]
Authorized Signer for Chicago Title Land Trust Company, not personally, but as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to First National Bank of Mt. Prospect under Trust Agreement Dated November 15, 1973 and Known as Trust Number LT-0218

LENDER:

BANKFINANCIAL, F.S.B.

x [Signature] as Loan Officer
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

PROSPECT COUNTY CLERK'S OFFICE

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)

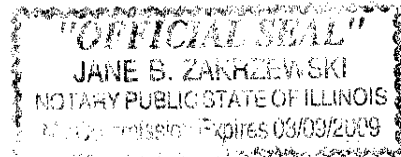
On this 27th day of September, 2007 before me, the undersigned Notary Public, personally appeared Elizabeth Cordova - Asst. Vice Pres.

, and known to me to be (an) authorized trustee(s) or agent(s) 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 he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Jane B. Zakrzewski Residing at Cook County

Notary Public in and for the State of ILLINOIS

My commission expires _____



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
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On this 4th day of October, before me, the undersigned Notary Public, personally appeared Cynthia Valle and known to me to be the Loan Officer, 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 [Signature] Residing at _____
 Notary Public in and for the State of IL

My commission expires _____



Clerk's Office