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Doc#: 0831208258 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/07/2008 02:18 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:
Commercial - Loan #1900014043 (AI)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

CTIC-HE

MODIFICATION OF MORTGAGE

H 25188161 - HE

THIS MODIFICATION OF MORTGAGE dated September 1, 2008, is made and executed between BankFinancial, F.S.B., as trustee under Trust Agreement dated August 7, 2002 and known as Trust No. 010612, whose address is 15W060 N. Frontage Road, Burr Ridge, IL 60527 (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 August 28, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated August 28, 2002 and Recorded on October 18, 2002 as Document Numbers 0021143053 and 0021143054 and a Modification of Mortgage dated September 1, 2007 and recorded November 1, 2007 as Document Number 0730646105 respectively.

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

LOT 31 IN BLOCK 2 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 33, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 516-518 Lunt Avenue, Schaumburg, IL 60193. The Real Property tax identification number is 07-33-201-069-0000.

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

MATURITY DATE

The Maturity date of the Promissory Note is hereby changed from September 1, 2008 to September 1, 2009 and the Maturity date of the Mortgage is hereby extended indefinitely.

FLOOR RATE

Under no circumstances will the interest rate on this Note be less than 4.75% per annum or more than the maximum rate allowed by applicable law.

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(Continued)**

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PAYMENT

Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 11 principal payments of \$897.24 each and one final principal and interest payment of \$260,398.49. Borrower's first principal payment is due October 1, 2008, and all subsequent principal payments are due on the same day of each month after that. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 1, 2008, with all subsequent interest payments to be due on the same day of each month after that. Borrower's final payment due September 1, 2009, will be for all principal and all accrued interest not yet paid.

RATE

The Rate is hereby changed from Prime - 1/2% to Prime Floating.

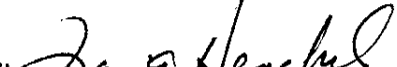
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 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.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2008.


GRANTOR:

**BANKFINANCIAL, F.S.B., AS TRUSTEE UNDER TRUST AGREEMENT
DATED AUGUST 7, 2002 AND KNOWN AS TRUST NO. 010612**

By:  **Trust Officer**

Authorized Signer for BankFinancial, F.S.B., as trustee under
Trust Agreement dated August 7, 2002 and known as Trust
No. 010612

By:

 **Vice President**
Authorized Signer for BankFinancial, F.S.B., as trustee under
Trust Agreement dated August 7, 2002 and known as Trust
No. 010612

This instrument is executed by BankFinancial, F.S.B., not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said BankFinancial, F.S.B., hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on BankFinancial, F.S.B.

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LENDER:

BANKFINANCIAL, F.S.B.

X *Alex Medianski*
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF *Illinois*)
) SS
COUNTY OF *Cook*)

On this *1st* day of *September*, *2008* before me, the undersigned Notary Public, personally appeared *Naris Kuchel*, *Trust Officer* of BankFinancial, F.S.B., as trustee under Trust Agreement dated August 7, 2002 and known as Trust No. 010612 and *Vice President* of BankFinancial, F.S.B., a trustee under Trust Agreement dated August 7, 2002 and known as Trust No. 010612, 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 *Lisa M. Witkowski* Residing at _____

Notary Public in and for the State of *IL*

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 29th day of October, 2008 before me, the undersigned Notary Public, personally appeared Alex Sdichansky and known to me to be the Com. Loan Rep, authorized agent for **BankFinancial, F.S.B.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BankFinancial, F.S.B.**, duly authorized by **BankFinancial, F.S.B.** 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 in fact executed this said instrument on behalf of **BankFinancial, F.S.B.**.

By Joy Maris Residing at Morton Grove
 Notary Public in and for the State of Illinois

My commission expires 12-11-2008



Cook County Clerk's Office