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Doc#: 0901308310 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2009 01:53 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

H25191539

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by:
Commercial - 1902011982 (57)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

CTIC-HE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 4, 2008, is made and executed between 4309-4317 S. Indiana LLC, an Illinois Limited Liability Company, whose address is 2549 Waukegan Rd., #109, Bannockburn, IL 60015 (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 12, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED AUGUST 12, 2005 AND RECORDED ON AUGUST 17, 2005 AS DOCUMENT NUMBERS 0522902136 AND 0522902137 RESPECTIVELY.

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

LOTS 11 AND 12 (EXCEPT THE EAST 17 FEET THEREOF TAKEN FOR WIDENING MICHIGAN AVENUE) IN BLOCK 5 IN ANNA PRICE'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, 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 4850-4858 S. Michigan Ave., Chicago, IL 60615. The Real Property tax identification number is 20-10-107-023-0000.

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

MATURITY DATE. The maturity date of the Note is hereby extended from August 12, 2010 to November 4, 2013.

INTEREST RATE. Effective November 4, 2008, the Note shall accrue interest at the fixed rate per annum of 5.500%.

PAYMENTS. Borrower will pay this loan in 59 regular payments of \$7,118.72 each and one irregular last

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payment estimated at \$1,157,490.47. Borrower's first payment is due December 4, 2008, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on November 4, 2013, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. These payments reflect a 30-year amortization.

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.

TAX RESERVES. Borrower shall establish a tax reserve account with the Lender from Loan proceeds in an amount deemed sufficient by the Lender. Thereafter, Borrower shall make a monthly deposit into the escrow an amount equal to one-twelfth (1/12) of the estimated annual real estate tax assessment on the Property.

INSURANCE. Throughout the term of this Loan, Borrower shall maintain such insurance as the Lender may, from time to time, require including, without limitation:

1. Fire and Extended Coverage Insurance on the Property for the full insurable value of the improvements and in an amount not less than the cost of replacing the improvements.
2. Hazard Insurance covering the Property.
3. Comprehensive, General Liability and Property Damage Insurance.

All policies are to be issued by companies acceptable to Lender and shall contain provisions (a) naming the Lender as Mortgagee and Loss Payee and (b) requiring not less than 10 days written notice to the Lender prior to cancellation.

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.

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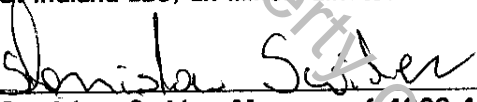
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 4, 2008.

GRANTOR:

4309-4317 S. INDIANA LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

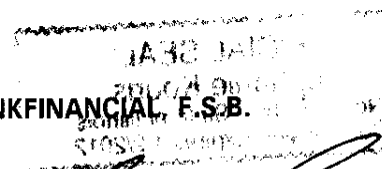
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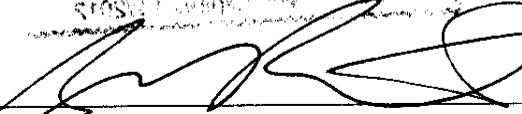
Gus Valkanas, a/k/a Kanstas Valkanas, Manager of 4309-4317 S. Indiana LLC, an Illinois Limited Liability Company

By: 

Stanislaw Swider, Manager of 4309-4317 S. Indiana LLC, an Illinois Limited Liability Company

LENDER:


BANKFINANCIAL, F.S.B.

X 
Authorized Signer

Cook County Clerk's Office

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 12 day of NOV, 2008 before me, the undersigned Notary Public, personally appeared **Gus Valkanas, a/k/a Kanstas Valkanas, Manager of 4309-4317 S. Indiana LLC, an Illinois Limited Liability Company and Stanislaw Swider, Manager of 4309-4317 S. Indiana LLC, an Illinois Limited Liability Company**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Stephanie Kouris Residing at 5200 N Campbell

Notary Public in and for the State of IL

My commission expires 1-2-12



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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

On this 17 day of Nov, 2008 before me, the undersigned Notary Public, personally appeared Brad Poland and known to me to be the SVP, 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 Stephanie Kouris Residing at 5211 N - Campbell

Notary Public in and for the State of IL

My commission expires 1-2-12



Notary Public, Cook County Clerk's Office