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Doc#: 0907156031 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/12/2009 03:41 PM 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 #1902810724 (CSL)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2008, is made and executed between Chicago Title Land Trust Company, as Successor Trustee LaSalle Bank National Association, not personally but, as Trustee on behalf of LaSalle Bank National Association, as Trustee Under Trust Agreement dated May 25, 2005 and Known as Trust Number 134388, whose address is 171 N. Clark St., Ste. 575, Chicago, IL 60601 (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 June 1, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED JUNE 1, 2005 AND RECORDED JUNE 13, 2005 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 0516402201 & 0516402202.

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

THE WEST 20.00 FEET OF LOT 55 IN BLOCK 58 IN THE SUBDIVISION OF BLOCK 58 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2245 W. Warren Blvd., Chicago, IL 60612. The Real Property tax identification number is 17-07-329-006-0000.

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

INTEREST RATE.

THE INTEREST RATE IS HEREBY CHANGED FROM A RATE OF PRIME PLUS A MARGIN OF 2.00% BASED ON THE CHANGES IN AN INDEPENDENT INDEX WHICH IS THE PRIME RATE AS PUBLISHED IN THE UNITED STATES MIDWEST EDITION OF THE WALL STREET JOURNAL TO A FIXED RATE OF 6.625% PER ANNUM.

5 Page

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1902010724

Page 2

MATURITY DATE.

THE MATURITY DATE OF THE NOTE IS HEREBY EXTENDED FROM DECEMBER 1, 2008 TO DECEMBER 1, 2011.

PAYMENT.

Borrower will pay this loan in 35 regular payments of \$900.90 each and one irregular last payment estimated at \$21,077.93. Borrower's first payment is due January 1, 2009, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 1, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

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.

INSURANCE. Throughout the term of the 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 of not less than \$46,000.00.

All policies are to be issued by companies acceptable to the 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.

MAXIMUM LIEN AMOUNT ADDENDUM. It is expressly agreed and understood that the Maximum Lien amount as set forth in this Mortgage is \$91,609.20 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.

MODIFICATION OF MORTGAGE UNOFFICIAL COPY

Loan No: 1902010724

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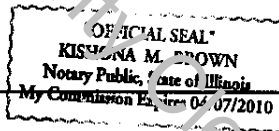
TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF Cook)

On this 25th day of February, 2009 before me, the undersigned Notary Public, personally appeared **Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Successor Trustee LaSalle Bank National Association, not personally but, as Trustee on behalf of LaSalle Bank National Association, as Trustee Under Trust Agreement dated May 25, 2005 and Known as Trust Number 134388 and Christine C. Young, Trust Officer** of Chicago Title Land Trust Company, as Successor Trustee LaSalle Bank National Association, not personally but, as Trustee on behalf of LaSalle Bank National Association, as Trustee Under Trust Agreement dated May 25, 2005 and Known as Trust Number 134388, 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 [Signature] Residing at 5215 Old Orchard Rd
Skokie, IL 60077
 Notary Public in and for the State of ILLINOIS

My commission expires _____



Clerk's Office

LENDER ACKNOWLEDGMENT

STATE OF IL)

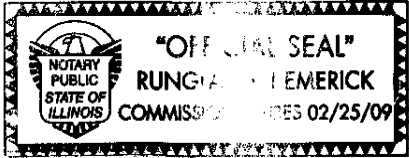
COUNTY OF COOK) SS)

On this 25 day of FEBRUARY, 2009 before me, the undersigned Notary Public, personally appeared CANDY LOGIURTO and known to me to be the SENIOR VP, 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 [Signature] Residing at PALATINE

Notary Public in and for the State of IL

My commission expires 2-25-09



CLERK'S OFFICE OF COOK COUNTY Clerk's Office