

# UNOFFICIAL COPY



Doc#: 0912546068 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/05/2009 10:47 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 # 1902010724 (CSL)  
BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

**PRO TITLE GROUP, INC**  
15W060 N. FRONTAGE ROAD  
BURR RIDGE, IL 60527

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2009, 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 AND A MODIFICATION OF MORTGAGE DATED DECEMBER 1, 2008 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 0907156031.**

**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:

### MATURITY DATE

The Maturity Date of the Mortgage is hereby extended indefinitely

Cook Alcom PA  
PRO TITLE GROUP, INC

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**UNOFFICIAL COPY****PAYMENT**

Borrower will pay this loan in 31 regular payments of \$503.00 each and one irregular last payment estimated at \$35,372.38. Borrower's first payment is due May 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.


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MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 1902010724

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 2009.

GRANTOR:

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

By:  **Christine C. Younis** Trust Officer

Authorized Signer for 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


Attestation not required

By: pursuant to corporate by-laws.

Authorized Signer for 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

LENDER:

BANKFINANCIAL, F.S.B.

X   
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements hereinafter made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose and binding only that portion of the trust property specifically described herein, and this instrument is executed and intended by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied all such personal liability, if any, being expressly waived and released.

County Clerk's Office

**TRUST ACKNOWLEDGMENT**

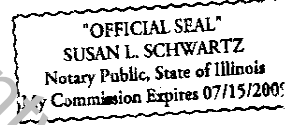
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

On this 20<sup>th</sup> day of April, 2009 before me, the undersigned Notary Public, personally appeared Christine C. Young 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 \_\_\_\_\_ 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 Schwartz Residing at 5215 OLD ORCHARD RD  
Skokie, IL 60077

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_



Property of Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

On this 1st day of April, 2009 before me, the undersigned Notary Public, personally appeared Candy Logurato and known to me to be the LOAN OFFICER, 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 Lisa M Witkowski Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires \_\_\_\_\_



NOTARY PUBLIC OF COOK COUNTY Clerk's Office