

# UNOFFICIAL COPY



Doc#: 0923608306 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/24/2009 03:02 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

**PRO TITLE GROUP, INC**

15W060 N. FRONTAGE ROAD  
BURR RIDGE, IL 60527

This Modification of Mortgage prepared by:  
Commercial - Loan #1902011819 (CSL)  
BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 1, 2009, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to Cole Taylor Bank, an Illinois Banking Corporation, as Trustee Under Trust Agreement dated November 20, 2002 and known as Trust Number 029607, whose address is 171 N. Clark St., Suite 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 26, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage and Assignment of Rents** dated September 26, 2005 and Recorded November 16, 2005 in the Cook County Recorder's office as Document Number(s) 0532004147 and 0532004148 respectively .

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

UNIT NO. 145 IN THE 125 REVERE DRIVE COMMERCIAL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING REAL ESTATE: LOT 5 IN NORTHBROOK COURT OFFICE PLAZA BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 145 Revere Dr., Northbrook, IL 60062. The Real Property tax identification number is 04-02-101-024-1004.

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

**MATURITY DATE**

The maturity date of the Note is hereby extended from December 1, 2012 to August 1, 2014.

**INTEREST RATE**

THE INTEREST RATE IS HEREBY AMENDED FROM A FIXED RATE OF 7.00% PER ANNUM TO A FIXED RATE OF 5.875% PER ANNUM

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PRO TITLE GROUP, INC

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 1902011819

(Continued)

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**PAYMENT**

Borrower will pay this loan in 59 regular payments of \$7,191.92 each and one irregular last payment estimated at \$1,014,193.79. Borrower's first payment is due September 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 August 1, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**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.

**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.

**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 in an amount acceptable to the Lender.
4. Loss of Rent for not less than six months.

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 30 days written notice to the Lender prior to cancellation.

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## MODIFICATION OF MORTGAGE

Loan No: 1902011819

(Continued)

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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 AUGUST 1, 2009.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 20, 2002 AND KNOWN AS TRUST NUMBER 029607 and not personally

By: Joseph F. Schuch  
Chicago Title Land Trust Company, a Corporation of Illinois, Trustee of Chicago Title Land Trust Company, as Successor Trustee to Cole Taylor Bank, an Illinois Banking Corporation, as Trustee Under Trust Agreement dated November 20, 2002 and known as Trust Number 029607 and not personally

Attestation not required

By: pursuant to corporate by-laws.  
Authorized Signer for Chicago Title Land Trust Company, as Successor Trustee to Cole Taylor Bank, an Illinois Banking Corporation, as Trustee Under Trust Agreement dated November 20, 2002 and known as Trust Number 029607 and not personally

LENDER:

BANKFINANCIAL, F.S.B.

X [Signature]  
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 herein 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 of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered 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 confirmed, either expressed or implied, all such personal liability, if any, being expressly waived and released.*

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## MODIFICATION OF MORTGAGE

Loan No: 1902011819

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~~JOSEPH E. NORWORTH~~  
an officer of x

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

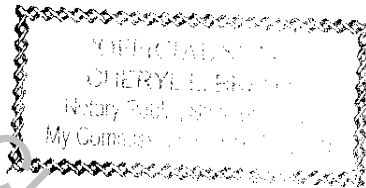
COUNTY OF COOK )

On this 10 day of August, 2009 before me, the undersigned Notary Public, personally appeared **Chicago Title Land Trust Company**, a Corporation of Illinois, Trustee of **Chicago Title Land Trust Company**, as Successor Trustee to **Cole Taylor Bank**, an Illinois Banking Corporation, as Trustee Under Trust Agreement dated November 20, 2002 and known as Trust Number 029607 and of **Chicago Title Land Trust Company**, as Successor Trustee to **Cole Taylor Bank**, an Illinois Banking Corporation, as Trustee Under Trust Agreement dated November 20, 2002 and known as Trust Number 029607, 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  )  
 Notary Public in and for the State of Illinois

Residing at **CHICAGO TITLE LAND TRUST COMPANY**  
**171 NORTH CLARK STREET, SUITE 575**  
**CHICAGO, ILLINOIS 60601**

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



Notary Public for Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 1902011819

(Continued)

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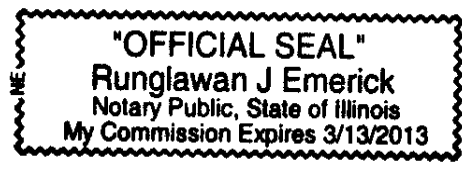
### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 10 day of AUGUST, 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 \_\_\_\_\_



Notary Public of Cook County Clerk's Office