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Doc#: 0935146042 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/17/2009 03:28 PM Pg: 1 of 6

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 - (KMC)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 1, 2009, is made and executed between Glenview Development Group LLC, an Illinois Limited Liability Company, whose address is 1160 Waukegan Rd., Glenview, IL 60025 (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, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED JUNE 1, 2008 AND RECORDED ON AUGUST 25, 2008 AS DOCUMENT NUMBERS 0823826190 AND 0823826191 RESPECTIVELY.

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

PARCEL A: 1155 WAUKEGAN RD., GLENVIEW, IL 60025

PARCEL 1: LOT 1 IN CROCI'S SUBDIVISION UNIT 2, A SUBDIVISION OF PART OF BLOCK 1 OF HUTCHING'S ADDITION TO OAK GLEN, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN CROCI'S SUBDIVISION OF PART OF BLOCK 1 OF HUTCHING'S ADDITION TO OAK GLEN, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: ALL THAT PART OF BLOCK 1 OF HUTCHING'S ADDITION TO OAK GLEN, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID BLOCK 1, 185.5 FEET SOUTHWESTERLY OF THE NORTHWEST CORNER THEREOF, THENCE EASTERLY PARALLEL TO THE

Property of Cook County Clerk's Office

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NORTH LINE OF SAID BLOCK 1, 175 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE WESTERLY LINE OF SAID BLOCK 1, 60.3 FEET; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID BLOCK 1, 175 FEET TO THE WESTERLY LINE OF SAID BLOCK 1; THENCE NORTHEASTERLY ON SAID WESTERLY LINE OF BLOCK 1, 60.3 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL ID NOS: 04-35-207-090-0000; 04-35-207-114-0000; 04-35-207-115-0000

PARCEL B: 1160-1200 WAUKEGAN RD., GLENVIEW, IL 60025

PARCEL 1: LOT 1 (EXCEPT THE EAST 17.0 FT. AS CONVEYED BY WARRANTY DEED DATED MAY 4, 1965 AND RECORDED MAY 18, 1965 AS DOCUMENT 19468209 MADE BY ROSE WEDL TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS) IN HUTCHING'S SUBDIVISION OF PART OF BLOCK 2 OF HUTCHING'S ADDITION TO OAK GLEN, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 68 FT. WEST OF ROAD), IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN PRESTIGE LEASING SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID NOS: 04-35-205-013-0000 and 04-35-205-030-0000

The Real Property or its address is commonly known as 1155 Waukegan Rd. and 1160-1200 Waukegan Rd., Glenview, IL 60025. The Real Property tax identification number is 04-35-207-090-0000; 04-35-207-114-0000; 04-35-207-115-0000; (affect Parcels 1, 2 and 3 for parcel A respectively); 04-35-205-013-0000 and 04-35-205-030-0000 (affect Parcels 1 and 2 for parcel B respectively).

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

MATURITY DATE. The maturity date of the following Promissory Notes are hereby extended from June 1, 2009 to June 1, 2010: (i) the Promissory Note dated June 1, 2008, in the principal amount of \$500,000.00 and known as Loan number 1902033118 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement; (ii) the Promissory Note dated June 1, 2008, in the principal amount of \$633,374.87 and known as Loan number 1902032992 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement and (iii) the Promissory Note dated June 1, 2008, in the principal amount of \$1,040,000.00 and known as Loan number 1902033100 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

INCREASE LOAN AMOUNT. The principal amount of the Note dated June 1, 2008 and known as Loan number 1902033100 is increased from \$1,040,000.00 to \$1,111,295.42.

INTEREST RATE. Effective June 1, 2009, the following Promissory Notes shall accrue interest at the variable rate of prime plus 0.750% per annum: (i) the Promissory Note dated June 1, 2009, in the principal amount of \$500,000.00 and known as Loan number 1902033118 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement; (ii) the Promissory Note dated June 1, 2009, in the principal amount of \$633,374.87 and known as Loan number 1902032992 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement and (iii) the Promissory Note dated June 1, 2009, in the principal amount of \$1,111,295.42 and known as Loan number 1902033100 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

MINIMUM RATE. Under no circumstances will the interest rate of the following Promissory Notes be less

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than 4.000% per annum or more than the maximum rate allowed by applicable law: (i) the Promissory Note dated June 1, 2009, in the principal amount of \$500,000.00 and known as Loan number 1902033118 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement; (ii) the Promissory Note dated June 1, 2009, in the principal amount of \$633,374.87 and known as Loan number 1902032992 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement and (iii) the Promissory Note dated June 1, 2009, in the principal amount of \$1,111,295.42 and known as Loan number 1902033100 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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. Beginning on July 1, 2009, Borrower shall make a monthly deposit into a tax escrow maintained by Lender in an amount equal to one-twelfth (1/12) of the estimated annual real estate tax assessment on the Property. The initial payment shall be \$4,050.67.

NOTE. The word "Note" means collectively the following Promissory Notes: (i) the Promissory Note dated June 1, 2009, in the principal amount of \$500,000.00 and known as Loan number 1902033118 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement; (ii) the Promissory Note dated June 1, 2009, in the principal amount of \$633,374.87 and known as Loan number 1902032992 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement and (iii) the Promissory Note dated June 1, 2009, in the principal amount of \$1,111,295.42 and known as Loan number 1902033100 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

MAXIMUM LIEN AMOUNT ADDENDUM. It is expressly agreed and understood that the Maximum Lien amount as set forth in this Mortgage is \$4,489,340.58 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.

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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 JUNE 1, 2009.

GRANTOR:

GLENVIEW DEVELOPMENT GROUP LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 
Boris Weiserman, Manager of Glenview Development Group LLC, an Illinois Limited Liability Company

By: 
Arthur L. Friedman, Manager of Glenview Development Group LLC, an Illinois Limited Liability Company

By: 
Leonid Bilis, Manager of Glenview Development Group LLC, an Illinois Limited Liability Company

LENDER:

BANKFINANCIAL, F.S.B.

x  S.V.P.
Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois _____)

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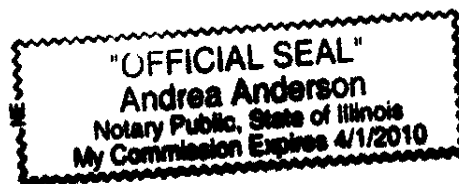
COUNTY OF Lake _____)

On this 15th day of September, 2009 before me, the undersigned Notary Public, personally appeared **Boris Weiserman, Manager of Glenview Development Group LLC, an Illinois Limited Liability Company; Arthur L. Friedman, Manager of Glenview Development Group LLC, an Illinois Limited Liability Company; and Leonid Bilis, Manager of Glenview Development Group 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 Andrea Anderson _____ Residing at _____

Notary Public in and for the State of Illinois _____

My commission expires 4/1/2010 _____



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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

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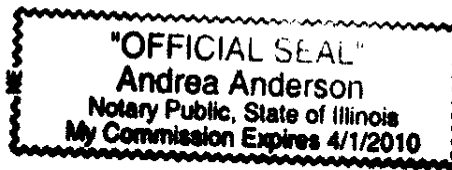
COUNTY OF Lake)

On this 15th day of September, 2009 before me, the undersigned Notary Public, personally appeared Kevin Cook and known to me to be the R.S.V.P., 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 Andrea Anderson Residing at _____

Notary Public in and for the State of Illinois

My commission expires 4/1/2010



Notary Public of Cook County Clerk's Office