

# UNOFFICIAL COPY



Doc#: 0935246049 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/18/2009 11:32 AM Pg: 1 of 4

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 #19020(6646 (TV)  
BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 22, 2009, is made and executed between BankFinancial, F.S.B., as Trustee under Trust Agreement dated July 28, 2003 and known as Trust Number 010677 (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 November 22, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE AND ASSIGNMENT OF RENTS DATED NOVEMBER 22, 2004 AND RECORDED DECEMBER 10, 2004 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBERS 0434508152 AND 0434508153 RESPECTIVELY.**

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

LOT 13 AND 14 IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, 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 1302 N. Milwaukee Ave., Chicago, IL 60622. The Real Property tax identification number is 17-06-231-010-0000 and 17-06-231-011-0000.

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

### MORTGAGE MATURITY DATE

The maturity date in the original Mortgage, dated November 22, 2004, page 12 under the heading "Note" that reads as follows: "The maturity date of this Mortgage is November 22, 2009" is hereby deleted.

### INTEREST RATE

Effective November 22, 2009 the Note shall accrue interest at the fixed rate per annum of 6.375%.

Property of Cook County Clerk's Office

Cook Accn Pd

PRO TITLE GROUP, INC

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(Continued)**

Loan No: 1902006646

Page 2

**PAYMENT**

Borrower will pay this loan in 2 regular payments of \$10,104.29 each and one irregular last payment estimated at \$1,363,537.42. Borrower's first payment is due December 22, 2009, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 22, 2010, 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.

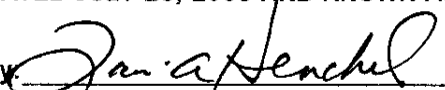
**MAXIMUM LIEN AMOUNT ADDENDUM.** It is expressly agreed and understood that the Maximum Lien amount as set forth in this Mortgage is \$2,723,218.50 plus all items referenced in 735 ILCS 5/15-1302(b)(1-5) which statutory provision is incorporated by reference and made a part hereof.

**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.

**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 22, 2009.**

GRANTOR:

**BANKFINANCIAL, F.S.B., AS TRUSTEE UNDER TRUST AGREEMENT  
DATED JULY 28, 2003 AND KNOWN AS TRUST NUMBER 010677**

By:  **Trust Officer**  
BankFinancial, F.S.B., Trustee of BankFinancial, F.S.B., as  
Trustee under Trust Agreement dated July 28, 2003 and  
known as Trust Number 010677

By: \_\_\_\_\_ **Vice President**  
Authorized Signer for BankFinancial, F.S.B., as Trustee under  
Trust Agreement dated July 28, 2003 and known as Trust  
Number 010677

This instrument is executed by *BankFinancial, F.S.B.*, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said *BankFinancial, F.S.B.*, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on *BankFinancial, F.S.B.*

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902006646

Page 3

LENDER:

BANKFINANCIAL, F.S.B.

X   
Authorized Signer

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 23rd day of November, 2009 before me, the undersigned Notary Public, personally appeared **BankFinancial, F.S.B., Trustee of BankFinancial, F.S.B., as Trustee under Trust Agreement dated July 28, 2003 and known as Trust Number 010677 and Trust Officer, Vice President of BankFinancial, F.S.B., as Trustee under Trust Agreement dated July 28, 2003 and known as Trust Number 010677**, 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902006646

Page 4

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 30th day of November, 2009 before me, the undersigned Notary Public, personally appeared Terrence Delan and known to me to be the Regional Vice Pres., 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 Joy Maris Residing at Snorton Grove  
 Notary Public in and for the State of Illinois

My commission expires 12-11-2012



Clerk's Office