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Doc#: 1002146094 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 01/21/2010 02:12 PM 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#1902031297 (CV)
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 August 28, 2009, is made and executed between Samir Elguindy and Hoda Elguindy, his wife, whose address is 890 Stone to Stone to

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 29, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED FEBRUARY 29, 2008 AND RECORDED ON MARCH 7, 2008 AS DOCUMENT NUMBERS 0806708293 AND 0806708294 RESPECTIVELY.

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

UNITS 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, AND 3D IN PARK LANE CIRCLE COLIDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 7 IN PARK LANE SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 (EXCEPT THE EAST 50 RODS THEREOF), ALSO (EXCEPT THE NORTH 60 FEET OF THE WEST 158 FEET THEREOF) ALSO (EXCEPT THE SOUTH 76 FEET OF THE WEST 158 FEET THEREOF) IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, RECORDED AUGUST 7, 2002 AS DOCUMENT NO. 0020863902, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4329 Park Lane Dr., Alsip, IL 60803. The Real Property tax identification number is 24-27-400-129-1001; 24-27-400-129-1002; 24-27-400-129-1003; 24-27-400-129-1004; 24-27-400-129-1005; 24-27-400-129-1006; 24-27-400-129-1007; 24-27-400-129-1008; 24-27-400-129-1009; 24-27-400-129-1010; 24-27-400-129-1011 and 24-27-400-129-1012.

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MODIFICATION OF MORTGAGE

Loan No: 1902031297

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

MATURITY DATE. The maturity date of the Note is hereby extended from August 28, 2009 to August 28, 2010. All principal and accrued interest not yet paid is payable on the Maturity Date.

DECREASE IN LOAN AMOUNT. The principal amount of the Note is decreased from \$280,000.00 to \$237,300.00.

INTEREST RATE. Effective August 28, 2009, the Note shall accrue interest at the variable rate of prime plus 1.750% per annum.

MINIMUM RATE. Under no circumstances will the interest rate of the Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law.

REVOLVING L'NF OF CREDIT. No further advances will take place on or after August 28, 2009. The Revolving Line of Credit language paragraph of the Note and the Mortgage is hereby removed.

PAYMENTS. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 11 regular payments of \$1,397.33 each and one irregular last payment estimated at \$233,847.80. Borrower's first payment is due September 28, 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 28, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. These payments reflect a 25-year amortization.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are regally 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.

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 28, 2009.

GRANTOR:

Samir M. Elguindy

Hoda S. Flauindy

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MODIFICATION OF MORTGAGE
Loan No: 1902031297 (Continued)

LENDER: BANKFINANCIAL, F.S.B. INDIVIDUAL ACKNOWLEDGMENT STATE OF) SS **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared Samir M. Elguindy and Hoda S. Elguindy, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this Residing M Notary Public in and for the State of My commission expires

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MODIFICATION OF MORTGAGE

Page 4 (Continued) Loan No: 1902031297 LENDER ACKNOWLEDGMENT) SS COUNTY OF ________________) ____, 2009 before me, the undersigned Notary white valle and known to me to be the A. V.T. Public, personally appeared , 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 BankFinancia!, 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 beinglf of BankFinancial, F.S.B.. Residing at Surv Ridge ternal 102 Notary/Public in and for the State of My commission expires "OF HC AL SEAL" MIGUEL A HERNANDEZ OMMISSION EXPIRES 01/12/10

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