

# UNOFFICIAL COPY



Doc#: 1002146096 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/21/2010 02:13 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 - 1902006808 (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 Stonelust Dr., Roselle, IL 60172 (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 January 10, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE DATED JANUARY 10, 2005 AND RECORDED ON JANUARY 26, 2005 AS DOCUMENT NUMBER 0502608094**

**AND**

**MODIFIED BY MODIFICATION OF MORTGAGE DATED FEBRUARY 29, 2008 AND RECORDED MARCH 7, 2008 AS DOCUMENT NUMBER 0806708353.**

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

A TRACT OF LAND COMPRISING PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT AT POINT ON A LINE DRAWN PARALLEL WITH AND 690 FEET EAST OF THE WEST LINE OF SAID SECTION 4; SAID POINT BEING 272 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; RUNNING THENCE WEST, PERPENDICULAR TO SAID PARALLEL LINE, A DISTANCE OF 125 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF SECTION 4, A DISTANCE OF 228 FEET TO THE NORTH LINE OF THE SOUTH 2310 FEET OF SAID NORTHWEST 1/4 OF SECTION 4; THENCE EAST ALONG SAID NORTH LINE OF SOUTH 2310 FEET, A DISTANCE OF 125 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 228.10 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS FOLLOWS:

UNITS 1A, 2A, 1B, 2B, 1C, 2C, 1D, 2D, 1E, 2E, 1F AND 2F TOGETHER WITH THEIR UNDIVIDED

908101  
Cook

PRO TITLE GROUP, INC

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## MODIFICATION OF MORTGAGE

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PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE SPRINGVIEW TERRACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0021315993, AND AS AMENDED FROM TIME TO TIME, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 524-528 Roberts Dr., Glenwood, IL 60425. The Real Property tax identification number is 32-04-100-042-1001, 32-04-100-042-1002, 32-04-100-042-1003, 32-04-100-042-1004, 32-04-100-042-1005, 32-04-100-042-1006, 32-04-100-042-1007, 32-04-100-042-1007, 32-04-100-042-1008, 32-04-100-042-1009, 32-04-100-042-1010, 32-04-100-042-1011 and 32-04-100-042-1012.

**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 \$170,000.00 to \$137,700.00.

**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 LINE 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 \$810.84 each and one irregular last payment estimated at \$135,696.77. 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 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.

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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 28, 2009.

GRANTOR:

X Samir M. Elguindy  
Samir M. Elguindy

X Hoda S. Elguindy  
Hoda S. Elguindy

LENDER:

BANKFINANCIAL, F.S.B.

X Cynthia Valle as AP  
Authorized Signer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

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 18 day of September, 2009.

By Miguel A Hernandez Residing at Burr Ridge

Notary Public in and for the State of IL

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



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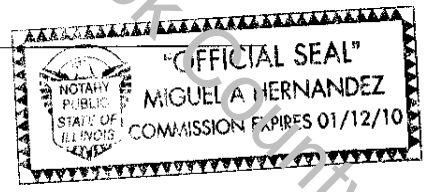
### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 18 day of September, 2009 before me, the undersigned Notary Public, personally appeared Cynthia Valle and known to me to be the AUF, 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 Miguel A Hernandez Residing at Burr Ridge  
 Notary Public in and for the State of ILLINOIS

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



Clerk's Office