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Doc#: 1002146099 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/21/2010 02:14 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 - 1902006777 (SK)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 9, 2009, is made and executed between Ezra Weatherspoon, whose address is 9242 S. Stony Island Ave., Chicago, IL 60617 (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 9, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED NOVEMBER 8, 2004 AND RECORDED ON DECEMBER 1, 2004 AS DOCUMENT NUMBERS 0433646209 AND 0433646210 RESPECTIVELY AND
MODIFIED BY MODIFICATION OF MORTGAGE DATED NOVEMBER 9, 2008 AND RECORDED NOVEMBER 24, 2008 AS DOCUMENT NUMBER 0832908263.

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

LOTS 9 AND 10 IN BLOCK 3 IN AUSTIN'S SUBDIVISION OF THE WEST 30 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8520-22 S. Maryland Ave., Chicago, IL 60619. The Real Property tax identification number is 20-35-309-031-0000 and 20-35-309-032-0000.

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

MATURITY DATE. The maturity date of the Note is hereby extended from November 9, 2009 to November 9, 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 \$50,000.00 to \$16,500.00.

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PRO TITLE GROUP, INC

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(Continued)**

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INTEREST RATE. Effective November 9, 2009, the Note shall accrue interest at the variable rate of prime plus 1.00% per annum.

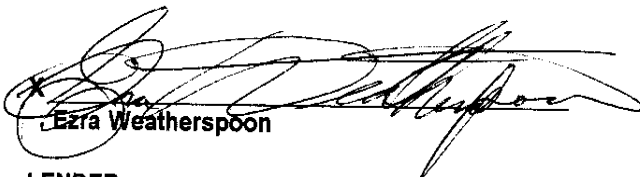
MINIMUM RATE. Under no circumstances will the interest rate of the Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law.

PAYMENTS. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on November 9, 2010. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 9, 2009, with all subsequent interest payments to be due on the same day of each month after that.

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 endorser, 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 NOVEMBER 9, 2009.

GRANTOR:


Ezra Weatherspoon

LENDER:

BANKFINANCIAL, F.S.B.

X 
Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

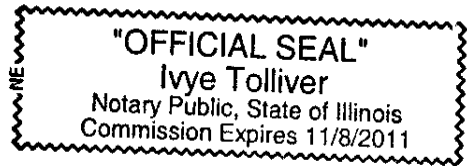
On this day before me, the undersigned Notary Public, personally appeared Ezra Weatherspoon, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24 day of November, 2009.

By Ivy Tolliver Residing at 8625 S. Stony Island

Notary Public in and for the State of Illinois

My commission expires 11-8-2011



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 20th day of November, 2009 before me, the undersigned Notary Public, personally appeared Scott Kim 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 Morton Grove

Notary Public in and for the State of Illinois

My commission expires 12-11-2012



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MODIFICATION OF MORTGAGE (Continued)

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