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Doc#: 1025246118 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/09/2010 11:44 AM Pg: 1 of 3

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 #1902042424 (KG)
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 14, 2010, is made and executed between Steven James Bernstein and Jeanne R. Cleveland A/K/A Jeanne Bernstein, husband and wife as tenants in common, whose address is 943 Elmwood Ave., Evanston, IL 60202 (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 August 21, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated August 14, 2009 and Recorded on August 21, 2009 in the Cook County Recorder's Office as Document Numbers 0923318039 and 0923513040 Respectively.

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

LOT 1 IN BERNSTEIN AND CLEVELAND'S SUBDIVISION, BEING A RESUBDIVISION OF THE NORTH 90 FEET (MEASURED ALONG THE EAST LINE) OF LOT 7 IN BLOCK 10 IN KEENEY AND RINNS ADDITION TO EVANSTON IN THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 513 Chicago Ave., Evanston, IL 60202. The Real Property tax identification number is 11-19-419-011-0000.

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

MATURITY DATE

The Maturity Date of the Note is hereby changed from August 14, 2010 to August 14, 2011

INTEREST RATE

The Interest Rate is hereby changed from Prime + 1.125% based on an independent index to 5.00% Fixed Rate per annum, effective August 14, 2010

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(Continued)**

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PAYMENT

Borrower will pay the Note in 11 regular payments of \$1,002.23 each and one irregular last payment estimated at \$79,945.64. Borrower's first payment is due September 14, 2010, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on August 14, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. These payments reflect a 9-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.

FIELD AUDIT. Grantor shall keep and maintain at all times at the Property, the Grantor's principal place of business or the management agent's office, and upon Lender's request shall make available at the Property (or other location acceptable to Lender in its discretion) complete and accurate books of account and records (including copies of supporting bills and invoices and bank statements) adequate to reflect correctly the operation of the Property, and copies of all written contracts, Leases, and other instruments which affect the Property. The books, records, contracts, leases and other instruments shall be subject to examination, inspection and audit at any reasonable time by Lender or its representative.

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 14, 2010.

GRANTOR:



Steven James Bernstein

X

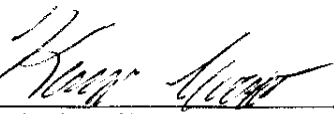


Jeanne B. Cleveland A/K/A Jeanne Bernstein

LENDER:

BANKFINANCIAL, F.S.B.

X



Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902042424

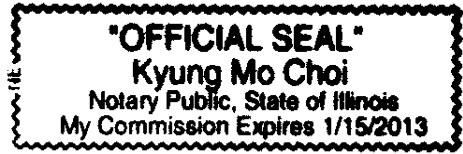
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **Steven James Bernstein and Jeanne R. Cleveland A/K/A Jeanne Bernstein**, 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 28 day of August, 2010.

By [Signature] Residing at 3443 W. Tarry Dr Lincolnwood IL 60466

Notary Public in and for the State of IL

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Cook

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On this 28th day of August, 2010 before me, the undersigned Notary Public, personally appeared Kevin Garcia and known to me to be the Loan Officer, 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 [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires _____

