

# UNOFFICIAL COPY



Doc#: 1102446043 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/24/2011 03:13 PM Pg: 1 of 5

**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 - 1900016621 (11)  
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 November 1, 2010, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago as Trustee. Under a Trust Agreement dated March 21, 1984 and known as Trust Number 60575, whose address is 171 N. Clark St., Suite 575, Chicago, IL 60601 (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 March 11, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE AND ASSIGNMENT OF RENTS DATED MARCH 11, 2003 AND RECORDED ON APRIL 7, 2003 AS DOCUMENT NUMBERS 0030465968 AND 0030465969 RESPECTIVELY AND MODIFIED BY MODIFICATION OF MORTGAGE DATED JUNE 11, 2008 AND RECORDED ON JULY 31, 2008 AS DOCUMENT NUMBER 0821356011.**

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

THE SOUTH 150 FEET OF THE EAST HALF OF LOT 16 IN BLOCK 4 IN FREDERICK H. BARTLETT'S LAWRENCE AVENUE SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6056 W. Eastwood Ave., Chicago, IL 60630. The Real Property tax identification number is 13-17-107-196-0000.

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

**MATURITY DATE.** The Maturity date of the Promissory Note is hereby changed from November 1, 2010 to November 15, 2015.

**INTEREST RATE.** Effective November 1, 2010 the Note shall accrue interest at the fixed rate of 6.25% per

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Cook  
PRO TITLE GROUP, INC

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annum through and including December 15, 2011. Thereafter, the Note shall accrue interest at the fixed rate of 6.00% per annum.

**PAYMENT.** Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 13 monthly consecutive principal and interest payments of \$3,223.94 each, beginning December 15, 2010, with interest calculated on the unpaid principal balances using an interest rate of 6.250%; 46 monthly consecutive principal and interest payments of \$4,207.87 each, beginning January 15, 2012, with interest calculated on the unpaid principal balances using an interest rate of 6.000%; and one principal and interest payment of \$408,698.81 on November 15, 2015, with interest calculated on the unpaid principal balances using an interest rate of 6.000%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

**REVOLVING LINE OF CREDIT.** No further advances will take place on or after November 1, 2010. The Revolving Line of Credit language paragraph of the Note and the Mortgage is hereby removed.

**INCREASE IN LOAN AMOUNT.** The principal amount of the Note is increased from \$500,000.00 to \$502,133.56.

**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.

**TAX RESERVES.** Borrower shall establish a tax reserve account with the Lender from Loan proceeds in an amount deemed sufficient by the Lender. Thereafter, Borrower shall make a monthly deposit into the escrow an amount equal to one-twelfth (1/12) of the estimated annual real estate tax assessment on the Property.

**INSURANCE.** Throughout the term of this Loan, Borrower shall maintain such insurance as the Lender may, from time to time, require including, without limitation:

1. Fire and Extended Coverage Insurance on the Property for the full insurable value of the improvements and in an amount not less than the cost of replacing the improvements.
2. Hazard Insurance covering the Property.
3. Comprehensive, General Liability and Property Damage Insurance in amounts acceptable to the Lender.
4. Loss of Rent for not less than six months.

All policies are to be issued by companies acceptable to Lender and shall contain provisions (a) naming the Lender as Mortgagee and Loss Payee and (b) requiring not less than 30 days written notice to the Lender prior to cancellation.

**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

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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.

**ADDITIONAL NEGATIVE COVENANTS.** There will be no change in ownership or management of the Property without prior approval of 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 1, 2010.**

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 21, 1984 AND KNOWN AS TRUST NUMBER 60575 and not personally

By: [Signature]  
Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee Under a Trust Agreement dated March 21, 1984 and known as Trust Number 60575 and not personally  
Attestation not required

By: pursuant to corporate by-laws.  
Authorized Signer for Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee Under a Trust Agreement dated March 21, 1984 and known as Trust Number 60575 and not personally

LENDER:

BANKFINANCIAL, F.S.B.

X [Signature]  
Authorized Signer

*It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as said Trustee not in its own right but solely in the name of the Trustee and as such Trustee, and that no personal liability or personal responsibility is assumed by the Trustee in the performance of the duties of the Trustee or for the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in the instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.*

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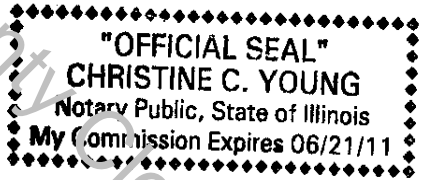
### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 22nd day of December, 2010 before me, the undersigned Notary Public, personally appeared **Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee Under a Trust Agreement dated March 21, 1984 and known as Trust Number 60575 and ~~60575~~, an offer** of Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as Trustee Under a Trust Agreement dated March 21, 1984 and known as Trust Number 60575, 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 [Signature] Residing at **CHICAGO TITLE LAND TRUST COMPANY  
171 NORTH CLARK STREET, SUITE 575  
CHICAGO, ILLINOIS 60601**  
 Notary Public in and for the State of ILLINOIS

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



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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 10th day of January, 2011 before me, the undersigned Notary Public, personally appeared Terry Velazquez and known to me to be the Vice President, 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 3-9-14



Cook County Clerk's Office