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Doc#: 1102446057 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/24/2011 03:28 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 - 1902012417 (CSL)
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 October 22, 2010, is made and executed between Edward Navarro, whose address is 4133 N. Tripp Ave., Chicago, IL 60641 (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 22, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED AUGUST 22, 2005 AND RECORDED ON AUGUST 30, 2005 AS DOCUMENT NUMBERS 0524208132 AND 0524208133 RESPECTIVELY.

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

THE EAST 1/2 OF LOT 21 AND ALL OF LOT 22 IN S.E. GROSS' FIFTH HUMBOLDT PARK ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1059420, IN COOK COUNTY, ILLINOIS,

The Real Property or its address is commonly known as 3307 W. Potomac Ave., Chicago, IL 60651. The Real Property tax identification number is 16-02-225-020-0000.

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

MATURITY DATE. The maturity date of the Note is hereby extended from October 22, 2010 to October 22, 2011.

INTEREST RATE. Effective October 22, 2010, the Note shall accrue interest at the fixed rate per annum of 5.125%.

PAYMENTS. Borrower will pay this loan in 11 regular payments of \$2,225.43 each and one irregular last payment estimated at \$324,158.17. Borrower's first payment is due November 22, 2010, and all

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4

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MODIFICATION OF MORTGAGE

Loan No: 1902012417

(Continued)

Page 2

subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 22, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. These payments reflect a 20-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.

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.

ADDITIONAL RESTRICTIONS ON TRANSFER. It shall be an immediate Event of Default hereunder if, without the prior written consent of Lender, Grantor shall contract for, commit to or permit any conveyance, sale assignment, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Real Property or any portion thereof. Lender may condition any consent upon such terms and conditions as it may require in its absolute discretion including, without limitation, an increase in the interest rate under the Note, the payment of a fee and the execution of a subordination agreement acceptable to Lender.

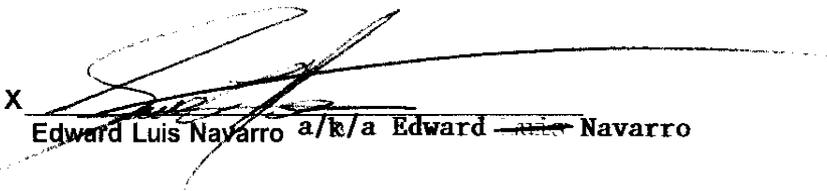
WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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 OCTOBER 22, 2010.

GRANTOR:

X


Edward Luis Navarro a/k/a Edward Navarro

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MODIFICATION OF MORTGAGE

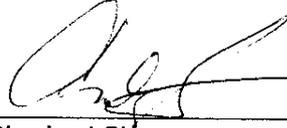
Loan No: 1902012417

(Continued)

Page 3

LENDER:

BANKFINANCIAL, F.S.B.

X 

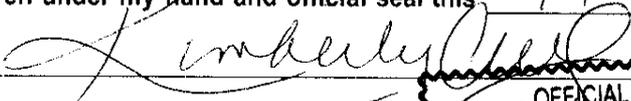
 Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

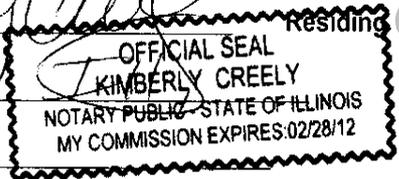
STATE OF Ill)
)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Edward Luis Navarro***, 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 14th day of Dec, 2010.

By  Residing at _____

Notary Public in and for the State of _____



My commission expires _____

*a/k/a Edward Navarro

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MODIFICATION OF MORTGAGE

Loan No: 1902012417

(Continued)

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 15th day of December, 2010 before me, the undersigned Notary Public, personally appeared Candy Laurato and known to me to be the Senior V. P., 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 Kathryn M Jur Residing at Polling Meadow Dr

Notary Public in and for the State of Illinois

My commission expires 1-13-2014



Cook County Clerk's Office