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Doc#: 1102446030 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/24/2011 03:06 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 Loan #1902010326 (BR)
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 September 18, 2010, is made and executed between JDH Development, LLC, an Illinois Limited Liability Company, whose address is 120 S. State Street, Suite #200, Chicago, IL 60603 (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 May 18, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated May 18, 2005 and Recorded on June 9, 2005 in the Cook County Recorder's Office as Document Numbers 0516020013 and 0516070014 Respectively.

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

LOT 18 IN FREDERICK H. BARTLETT'S RESUBDIVISION OF BLOCK 5 AND PART OF BLOCK 3 IN FREDERICK H. BARTLETT'S 79TH STREET SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 27, 1910 AS DOCUMENT 4550573 IN BOOK 108 OF PLATS, PAGE 11, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1853 E. 81st St., Chicago, IL 60617. The Real Property tax identification number is 20-36-115-003-0000.

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

MATURITY DATE

The Maturity Date of the Note is hereby extended from September 18, 2010 to September 18, 2011

INTEREST RATE

The Interest Rate is hereby changed from a fixed rate of 6.5% to a fixed rate of 5.25% per annum

PAYMENTS. Borrower will pay the Note in 11 regular payments of \$1,413.79 each and one irregular last

COOK
PRO TITLE GROUP, INC

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(Continued)**

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payment estimated at \$251,728.69. Borrower's first payment is due October 18, 2010, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on September 18, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. These payments reflect a 30-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 SEPTEMBER 18, 2010.

GRANTOR:

JDH DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 

Dina Weisman, Member of JDH Development, LLC, an Illinois Limited Liability Company

By: 

Joyce D. Weisman, Member of JDH Development, LLC, an Illinois Limited Liability Company

By: 

Howard D. Weisman, Member of JDH Development, LLC, an Illinois Limited Liability Company

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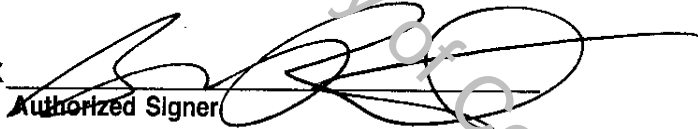
MODIFICATION OF MORTGAGE (Continued)

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LENDER:

BANKFINANCIAL, F.S.B.

X 
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

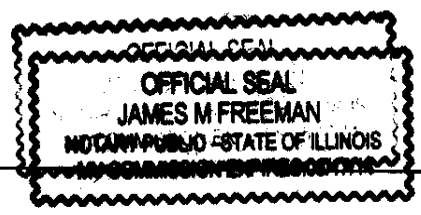
COUNTY OF Cook

On this 22nd day of December, 2010 before me, the undersigned Notary Public, personally appeared **Dina Weisman, Member of JDH Development, LLC, an Illinois Limited Liability Company; Joyce D. Weisman, Member of JDH Development, LLC, an Illinois Limited Liability Company; and Howard D. Weisman, Member of JDH Development, LLC, an Illinois Limited Liability Company,** and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By  Residing at Chicago

Notary Public in and for the State of IL

My commission expires 5-17-14



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MODIFICATION OF MORTGAGE (Continued)

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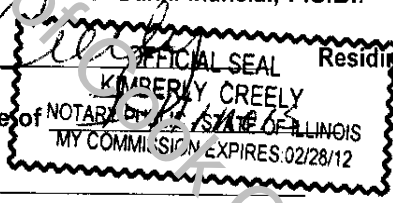
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LENDER ACKNOWLEDGMENT

STATE OF Ill)
)
 COUNTY OF Cook) SS
)

On this 30th day of Dec, 2010 before me, the undersigned Notary Public, personally appeared Brad Holland and known to me to be the RSVP, authorize 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 Kimberly Creely Residing at _____
 Notary Public in and for the State of Illinois
 My commission expires _____



County Clerk's Office