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Doc#: 1109546020 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/05/2011 10:42 AM 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 - 1902025947 (CS)
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 March 15, 2011, is made and executed between Calumet Properties, Inc., an Illinois Corporation, whose address is 9011 Wheeler Dr., Orland Park, IL 60462 (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 October 7, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED OCTOBER 7, 2008 AND RECORDED ON OCTOBER 10, 2008 AS DOCUMENT NUMBERS 0828446002 AND 0828446003 RESPECTIVELY.

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

PARCEL 1:

THAT PART OF LOT 1 LYING NORTH OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7 (EXCEPT THAT PART OF LOT 1 LYING EAST OF THE WEST LINE OF THE EAST 33 FEET OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8); ALL OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, AND 11; THAT PART OF LOT 18 LYING NORTH OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7; THAT PART OF LOT 19, IF ANY, LYING NORTH OF THE NORTH LINE OF THE SOUTH 150.00 FEET OF BLOCK 7; THE NORTH AND SOUTH 16.00 FOOT WIDE ALLEY AS HERETOFORE DEDICATED LYING NORTHERLY OF THE NORTH LINE OF THE SOUTH 150 FEET OF BLOCK 7 AND SOUTHERLY OF THE NORTHEASTERLY LINE OF LOT 11 EXTENDED SOUTHEASTERLY; THE NORTHWEST AND SOUTHEAST 16 FOOT WIDE ALLEY AS HERETOFORE DEDICATED LYING NORTH OF THE NORTH LINE OF THE SOUTH 150 FEET OF BLOCK 7 AND EAST OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF LOT 11 WHICH ALLEYS WERE VACATED BY ORDINANCE RECORDED 2/27/01 AS DOCUMENT 0010153562, ALL IN BLOCK 7 IN SNYDACKER AND AMB'S ILLINOIS ADDITION TO HAMMOND, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE SOUTHEAST FRACTIONAL 1/4 AND THE NORTHEAST FRACTIONAL 1/4, SOUTHEAST OF THE CALUMET RIVER, EXCEPT THE RAILROAD AND EXCEPT THE EAST 5 ACRES OF THE NORTHEAST FRACTIONAL 1/4 LYING BETWEEN THE RIVER AND THE RAILROAD AND EXCEPT 133

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PRO TITLE GROUP INC

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MODIFICATION OF MORTGAGE

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FEET EAST AND ADJOINING BLOCK 8 OF ABOVE SUBDIVISION IN SECTION 8, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 IN BLOCK 6 IN SNYDACKER AND AMB'S ILLINOIS ADDITION TO HAMMOND, BEING A SUBDIVISION IN THE NORTH 1/2 SOUTHEAST FRACTIONAL 1/4 AND THE NORTHEAST FRACTIONAL 1/4, SOUTHEAST OF THE CALUMET RIVER, EXCEPT THE RAILROAD AND EXCEPT THE EAST 5 ACRES OF THE NORTHEAST FRACTIONAL 1/4 LYING BETWEEN THE RIVER AND THE RAILROAD AND EXCEPT 133 FEET, EAST AND ADJOINING BLOCK 8 OF ABOVE SUBDIVISION IN SECTION 8, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1 State St., Calumet City, IL 60409. The Real Property tax identification number is 30-08-404-001-0000, 30-08-404-002-0000, 30-08-404-003-0000, 30-08-404-004-0000, 30-08-404-005-0000, 30-08-404-006-0000, 30-08-404-007-0000, 30-08-404-008-0000, 30-08-404-009-0000, 30-08-402-010-0000, AND 30-08-404-016-0000.

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

MATURITY DATE. The maturity date of the Note is hereby extended from November 1, 2013 to April 1, 2016. All principal and accrued interest not yet paid is payable on the Maturity Date.

INCREASE IN LOAN AMOUNT. The principal amount of the Note is increased from \$655,000.00 to \$1,210,000.00.

INTEREST RATE. Effective March 15, 2011, the Note shall accrue interest at the fixed rate per annum of 4.875%.

PAYMENTS. Borrower will pay this loan in 59 regular payments of \$7,036.28 each and one irregular last payment estimated at \$1,078,037.85. Borrower's first payment is due May 1, 2011, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on April 1, 2016, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. These payments reflect a 25-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.

MAXIMUM LIEN AMOUNT ADDENDUM. It is expressly agreed and understood that the Maximum Lien amount as set forth in this Mortgage is \$2,420,000.00 plus all items referenced in 735 ILCS 5/15-1302(b)(1-5) which statutory provision is incorporated by reference and made a part hereof.

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.

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MODIFICATION OF MORTGAGE

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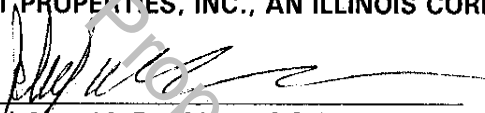
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TAX RESERVES. Borrower shall establish a tax reserve account with the Lender from Loan proceeds in an amount deemed sufficient by the Lender. Thereafter, Borrower shall make a monthly deposit into the escrow an amount equal to one-twelfth (1/12) of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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 15, 2011.

GRANTOR:

CALUMET PROPERTIES, INC., AN ILLINOIS CORPORATION

By: 
Khaled Alzoubi, President of Calumet Properties, Inc., an Illinois Corporation

LENDER:

BANKFINANCIAL, F.S.B.

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

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COUNTY OF COOK

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On this 15th day of March, 2011 before me, the undersigned Notary Public, personally appeared **Khaled Alzoubi, President of Calumet Properties, Inc., an Illinois Corporation**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Gwynn M Witt

Residing at _____

Notary Public in and for the State of Illinois

My commission expires 5-9-14



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Loan No: 1902025947

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
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 COUNTY OF Cook)

On this 15th day of March, 2011 before me, the undersigned Notary Public, personally appeared Christopher Keating and known to me to be the Sure, 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 Gwynn M Witt Residing at _____

Notary Public in and for the State of Illinois

My commission expires 5-9-14



PROPERTY OF COOK COUNTY CLERK'S OFFICE