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Doc#: 1109647041 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/06/2011 01:23 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

4401974 11/15
(accommodator)

FOR RECORDER'S USE ONLY

GIT (4-5-11)

This Modification of Mortgage prepared by:

Commercial - 1902021668 (KMC)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 18, 2011, is made and executed between Chicago Title Land Trust Company, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under the provisions of a certain Trust Agreement dated January 4, 1999 and known as Trust Number 124781-03, whose address is 171 N. Clark St., Ste. 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 October 18, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED OCTOBER 18, 2006 AND RECORDED ON OCTOBER 27, 2006 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBERS 0630045080 AND 0630045085 RESPECTIVELY.

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

UNIT NO. C-100 IN RANDOLPH STATION CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN ASSESSOR'S DIVISION OF LOT 10 AND LOT 7 IN BLOCK 26 IN ORIGINAL TOWN OF CHICAGO IN WEST HALF OF SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 96413564; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

"Grantor also hereby grants to Lender, it's successors and assigns, as rights and easements appurtenant to the subject Unit described above, the rights and easements for the benefit of said land set forth in the declaration of condominium. This mortgage is subject to all rights, easements, covenants, restrictions and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated herein."

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902021668

Page 2

The Real Property or its address is commonly known as 622-626 W. Randolph St., Unit C-100, Chicago, IL 60661. The Real Property tax identification number is 17-09-322-016-1001.

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

MATURITY DATE. The maturity date of the Promissory Note is hereby extended from January 18, 2011 to October 18, 2011.

INTEREST RATE. Effective January 18, 2011, the Note shall accrue interest at the variable rate of prime plus 1.625% per annum.

MINIMUM RATE. Under no circumstances will the interest rate of the Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law.

DECREASE IN LOAN AMOUNT. The principal amount of the Note is decreased from \$1,800,000.00 to \$1,500,000.00.

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.

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MODIFICATION OF MORTGAGE

Loan No: 1902021668

(Continued)

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 18, 2011.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED JANUARY 4, 1999 AND KNOWN AS TRUST NUMBER 124781-03.



By: [Signature]
Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under the provisions of a certain Trust Agreement dated January 4, 1999 and known as Trust Number 124781-03

Attestation not required pursuant to corporate by-laws.

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: _____
Authorized Signer for Chicago Title Land Trust Company, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under the provisions of a certain Trust Agreement dated January 4, 1999 and known as Trust Number 124781-03

LENDER:

BANKFINANCIAL, F.S.B.

X [Signature]
Authorized Signer

Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902021668

Page 4

TRUST ACKNOWLEDGMENT

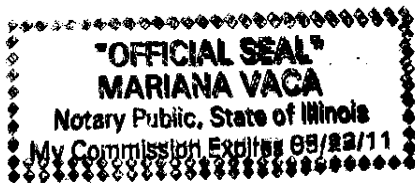
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 29th day of March, 2011 before me, the undersigned Notary Public, personally appeared **Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Successor Trustee to American National Bank and Trust Company of Chicago**, not personally, but as Trustee under the provisions of a certain Trust Agreement dated January 4, 1999 and known as Trust Number **124781-03** ~~xxxx~~ of Chicago Title Land Trust Company, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under the provisions of a certain Trust Agreement dated January 4, 1999 and known as Trust Number **124781-03**, 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  Residing at 171 N. Clark Street, Suite 575
Chicago, Illinois 60601

Notary Public in and for the State of Illinois
 My commission expires _____

*Lourdes Martinez, Assistant Vice President of



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

Loan No: 1902021668

(Continued)

Page 5

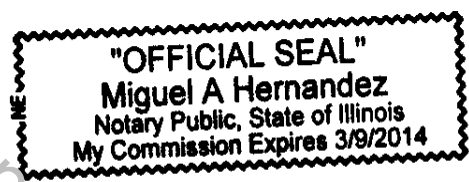
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 30 day of March, 2011 before me, the undersigned Notary Public, personally appeared C. Keating 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 Ill

My commission expires 3-9-14



Cook County Clerk's Office