

# UNOFFICIAL COPY



Doc#: 1113346119 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/13/2011 02:03 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 - 1902040846 (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 November 1, 2010, is made and executed between 4309-4317 S. Indiana LLC, an Illinois Limited Liability Company, whose address is 2549 Waukegan Rd., #109, Bannockburn, IL 60015 (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 June 24, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE AND ASSIGNMENT OF RENTS DATED JUNE 24, 2009 AND RECORDED ON JULY 31, 2009 AS DOCUMENT NUMBERS 0921205171 AND 0921205172 RESPECTIVELY.**

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

LOT 16 IN J. M. WILSONS RESUBDIVISION OF LOTS 1 TO 29 OR 33 IN JOHN M. AND S. M. WILSONS SUBDIVISION OF THE EAST 1/2 OF BLOCK 26 IN CANAL TRUSTEES' SUBDIVISION AND LOTS 1 TO 29 IN JOHN M. WILSONS AND IRA SCOTTS SUBDIVISION OF THE WEST 1/2 OF BLOCK 26 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2040 N. Burling St., Chicago, IL 60614. The Real Property tax identification number is 14-33-125-026-0000.

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

**MATURITY DATE.** The maturity date of the Note is hereby extended from November 1, 2010 to November 1, 2015. All principal and accrued interest not yet paid is payable on the Maturity Date.

**DECREASE IN LOAN AMOUNT.** The principal amount of the Note is decreased from \$150,000.00 to \$90,000.00.

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

COOK

PRO TITLE GROUP, INC

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(Continued)**

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of 6.000.

**PAYMENTS.** Borrower will pay this loan in 60 payments of \$1,743.47 each payment. Borrower's first payment is due December 1, 2010, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on November 1, 2015, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. These payments reflect a 5-year amortization.

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

**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 endorser 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 NOVEMBER 1, 2010.**

GRANTOR:

4309-4317 S. INDIANA LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 

Gus Valkanas, a/k/a Kanstas Valkanas, Manager of 4309-4317  
S. Indiana LLC, an Illinois Limited Liability Company

By: 

Stanislaw Swider, Manager of 4309-4317 S. Indiana 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

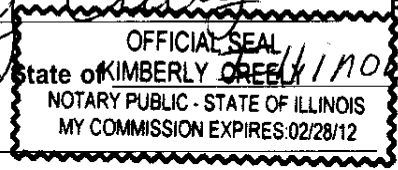
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 18th day of Feb, 2011 before me, the undersigned Notary Public, personally appeared **Gus Valkanas, a/k/a Karstas Valkanas, Manager of 4309-4317 S. Indiana LLC, an Illinois Limited Liability Company and Stanislaw Swider, Manager of 4309-4317 S. Indiana 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 Kimberly O'Reilly Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

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



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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902040846

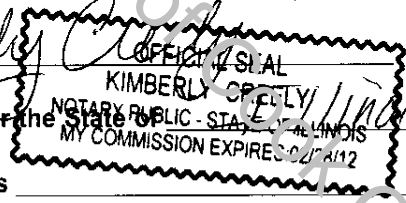
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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 18th day of Feb, 2011 before me, the undersigned Notary Public, personally appeared Bradley Roland and known to me to be the Sr. 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 Kimberly C. Kelly Residing at \_\_\_\_\_  
 Notary Public in and for the State of Illinois  
 My commission expires \_\_\_\_\_



County Clerk's Office