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Doc#: 1209346022 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/02/2012 09:17 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-Loan #1902010724 (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 February 1, 2012, is made and executed between Chicago Title Land Trust Company, as Successor Trustee LaSalle Bank National Association, not personally but, as Trustee on behalf of LaSalle Bank National Association, as Trustee Under Trust Agreement dated May 25, 2005 and Known as Trust Number 134388, 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 June 1, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED JUNE 1, 2005 AND RECORDED JUNE 13, 2005 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 0516402201 & 0516402202 AND A MODIFICATION OF MORTGAGE DATED DECEMBER 1, 2008 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 0907156031; AND A MODIFICATION OF MORTGAGE DATED APRIL 1 2009 AND RECORDED MAY 5, 2009 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 0912546068.

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

THE WEST 20.00 FEET OF LOT 55 IN BLOCK 58 IN THE SUBDIVISION OF BLOCK 58 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2245 W. Warren Blvd., Chicago, IL 60612. The Real Property tax identification number is 17-07-329-006-0000.

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

INTEREST RATE.

Effective February 1, 2012, the interest rate of the Note is hereby changed from a Fixed rate of 6.50% per

COOK 1202035

PRO TITLE GROUP, INC

by

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(Continued)**

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annum to a Fixed rate of 5.75% per annum.

MATURITY DATE.

The Maturity date of the Note is hereby extended from February 1, 2012 to February 1, 2015. All principal and accrued interest not yet paid is payable on the Maturity Date.

PRINCIPAL REDUCTION.

Effective February 1, 2012, the principal balance is hereby reduced from \$34,116.87 to \$32,000.00 to reduce the LTV to 80%.

PAYMENT.

Borrower will pay this loan in 36 payments of \$970.98 each payment. Borrower's first payment is due March 1, 2012, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 1, 2015, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

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.

INSURANCE. Throughout the term of the loan, Borrower shall maintain such insurance as the Lender may, from time to time, require including, without limitation.

1. Fire and Extended Coverage Insurance on the Property for the full insurable value of the improvements and in an amount not less than the cost of replacing the improvements.
2. Hazard Insurance covering the Property.
3. Comprehensive General Liability and Property Damage Insurance of not less than \$46,000.00.

All policies are to be issued by companies acceptable to the Lender and shall contain provisions (a) naming the Lender as Mortgagee and Loss Payee and (b) requiring not less than 10 days written notice to the Lender prior to cancellation

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.

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,

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MODIFICATION OF MORTGAGE (Continued)

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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 FEBRUARY 1, 2012.

GRANTOR:

**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE
LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT, AS
TRUSTEE ON BEHALF OF LASALLE BANK NATIONAL ASSOCIATION, AS
TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 2005 AND
KNOWN AS TRUST NUMBER 134388**

By:  **Christine C. Young** Trust Officer

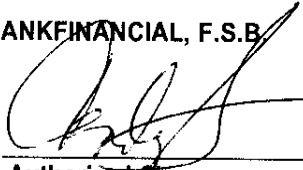
Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Successor Trustee LaSalle Bank National Association, not personally but, as Trustee on behalf of LaSalle Bank National Association, as Trustee Under Trust Agreement dated May 25, 2005 and known as Trust Number 134388

**Attestation not required
pursuant to corporate by-laws.**

By: Authorized Signer for Chicago Title Land Trust Company, as Successor Trustee LaSalle Bank National Association, not personally but, as Trustee on behalf of LaSalle Bank National Association, as Trustee Under Trust Agreement dated May 25, 2005 and Known as Trust Number 134388

LENDER:

BANKFINANCIAL, F.S.B.

X 
Authorized Signer

It is expressly understood and agreed between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, covenants, conditions, covenants, undertakings and agreements herein made on the part of the Trustee in this form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are hereby disclaimed each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied all such personal liability, if any, being expressly waived and released.

Clerk's Office

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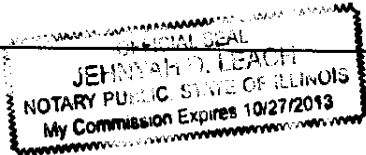
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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF Cook)

On this 14th day of MARCH, 2012 before me, the undersigned Notary Public, personally appeared **Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as Successor Trustee LaSalle Bank National Association, not personally but, as Trustee on behalf of LaSalle Bank National Association, as Trustee Under Trust Agreement dated May 25, 2005 and Known as Trust Number 134388 and Christine C. Young, Trust Officer of Chicago Title Land Trust Company, as Successor Trustee LaSalle Bank National Association, not personally but, as Trustee on behalf of LaSalle Bank National Association, as Trustee Under Trust Agreement dated May 25, 2005 and Known as Trust Number 134388**, 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 [Signature] Residing at CHICAGO TITLE LAND TRUST COMPANY
5215 OLD ORCHARD ROAD, SUITE 400
SKOKIE, ILLINOIS 60077
 Notary Public in and for the State of ILLINOIS
 My commission expires _____



Cook County Clerk's Office

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF Cook) SS
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On this 20 day of MARCH, 2012, before me, the undersigned Notary Public, personally appeared CANDY LOGUE and known to me to be the SVP, 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 [Signature] Residing at Rolling Meadows, IL

Notary Public in and for the State of ILLINOIS

My commission expires 1/13/2014

