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Doc#: 1225846070 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/14/2012 01:41 PM Pg: 1 of 13

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

Doc#: Fee: \$8.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/14/2012 01:41 PM Pg: 0

Loan # 1902043161

THIRD MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This Third Mortgage Modification and Extension Agreement (the "**Third Modification**") is made as of the 30th day of April, 2012, by and among Chicago Title Land Trust Company, as successor to Cole Taylor Bank, not personally, but solely as Trustee under Trust Agreement dated January 19, 2001 and known as Trust Number 01-8937, as grantor of any mortgages with respect to Parcel 1 described on Exhibit A attached hereto and made a part hereof ("Land Trust-Richmond"); Chicago Title Land Trust Company, as successor to Cole Taylor Bank, not personally, but solely as Trustee under Trust Agreement dated October 31, 2000 and known as Trust Number 00-8722, as grantor of any mortgages with respect to Parcel 3 described on Exhibit A attached hereto and made a part hereof ("Land Trust-Woodlawn"); Chicago Title Land Trust Company, as successor to Cole Taylor Bank, not personally, but solely as Trustee under Trust Agreement dated September 6, 2002 and known as Trust Number 02-9533, as grantor of any mortgages with respect to Parcel 5 described on Exhibit A attached hereto and made a part hereof ("Land Trust-Sheridan"); W&W Properties, L.L.C., an Illinois limited liability company ("W&W"), as grantor of any mortgages with respect to Parcel 2 and Parcel 4 described on Exhibit A attached hereto and made a part hereof; (collectively "**Borrower**") and BankFinancial F.S.B. a federal savings bank (the "**Lender**"), with its principal place of business at 15W060 North Frontage Road, Burr Ridge, Illinois 60527.

WHEREAS, at the request of Borrower, on or about January 1, 2011, pursuant to the terms of a Loan Agreement (the "**Loan Agreement**"), Lender made a loan to Borrower the original principal amount of \$2,185,258.00 (the "**Loan**"); and

WHEREAS, to evidence the Loan, on or about January 1, 2011, Borrower executed and delivered to Lender that certain Promissory Note in the principal amount of \$2,185,258.00 (the "**Note**"); and

WHEREAS, to secure the obligations under the Note, Borrower executed and delivered to Lender, Mortgages (the "**Mortgage**") set forth in and modified by Modification of Mortgages (the "**Modification**") dated January 1, 2011 on certain real estate located in Cook County, Illinois, the legal descriptions of which are attached hereto as Exhibit A (the "**Premises**"), which Modification was recorded with the Cook County Recorder (the "**Recorder**") on April 7, 2011, as Document No. 1109733112; and

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x 4606

cc

PRO TITLE GROUP, INC

PRO TITLE GROUP, INC.
5140 MAIN STREET
DOWNERS GROVE, IL 60515

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WHEREAS, to further secure the obligations under the Note, Borrower executed and delivered to Lender, Assignments of Rents (the "the **Assignment**") set forth in and modified by Modification of Assignment of Rents Agreements (the "**Modification of Assignment**") dated January 1, 2011 with respect to the Premises, which Modification of Assignment was recorded with the Recorder on April, 2011, as Document No. 1109733113;

WHEREAS, on or about January 1, 2012, at the request of Borrower, Borrower and Lender entered into that certain Second Modification Agreement (the "**Second M&E**"), which was recorded with the Recorder on April 12, 2012 as Document No. 1210346094; (the Note, the Mortgage, the Assignment, the Modification, the Second M&E, the Modification of Assignment and all other documents relating to the Loan, as amended from time to time, are the "**Loan Documents**"); and

WHEREAS, the principal balance under Note as of the date hereof is \$2,137,070.11; and

WHEREAS, the Note matures on April 30, 2012; and

WHEREAS, Borrower desires to extend the maturity of the Note.

NOW THEREFORE, in consideration of the premises hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. Each of the forgoing recitals is included by reference herein and Borrower represents to Lender that each such recital is true and correct in its entirety.
2. Terms. Capitalized terms used herein shall have the meanings ascribed to them in the Loan Documents unless otherwise defined herein.
3. Maturity Date. The Maturity Date of the Note is hereby modified and extended to November 30, 2012.
4. Interest Rate. The interest rate shall remain at 5.75% per annum.
5. Payment of Principal and Interest. Borrower shall continue to make consecutive monthly payments of principal and interest of \$13,871.11 each beginning on May 30, 2012 and on the same day of each month thereafter, and a final payment of the entire outstanding principal balance and all accrued interest on November 30, 2012.
6. Real Estate Taxes. Borrower shall continue to maintain a tax reserve account with Lender in an amount deemed sufficient by the Lender. Thereafter, Borrower

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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 Premises.

7. Liquidity Account. Borrower shall maintain a deposit account with Lender maintaining a minimum balance of not less than three months principal, interest and tax escrow payments (the "Liquidity Balance"). Borrower acknowledges and agrees that Lender will place a "hold" on the account of the Liquidity Balance.
8. Occupancy Improvements- Diversey property. Borrower agrees that 66 units will be available for occupancy and rent on the Diversey property within 90 days of loan closing; 70 units will be available for occupancy and rent within 120 days of loan closing; and 74 units will available for occupancy and rent within 270 days of loan closing. Lender shall monitor and test progress with quarterly property inspections.
9. Full Force and Effect. Except as expressly amended hereby, the Note, the Mortgage, and all other Loan Documents shall remain in full force and effect. The Note, the Mortgage and all rights and powers created thereby and thereunder or under such other Loan Documents are in all respects ratified and affirmed. From and after the date hereof, the Note, Mortgage and other Loan Documents shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, they shall continue in full force and effect.
10. No Default. Borrower represents and warrants that there does not exist any Event of Default under the Note or any of the Loan Documents.
11. Absence of Claims. Borrower acknowledges, agrees and affirms Borrower has no knowledge of any claims, defenses, or offsets of any nature against Lender or with respect to the enforcement of the Note, the Mortgage or any of the Loan Documents; nor does Borrower have any knowledge of any facts that would or might give rise to any claims against Lender. If facts now exist which would or could give rise to any claim against the Lender or with respect to the enforcement of the Note, the Mortgage or any of the Loan Documents, this Agreement or any other documents executed in connection with or related to the Loan, Borrower hereby unconditionally, irrevocably and unequivocally waives and fully releases Lender, its officers, directors and employees and their respective heirs and assigns from any and all such claims.
12. Governing Law. This Third Modification shall be governed and construed in accordance with the laws of the State of Illinois.
13. Counterparts. This Third Modification may be executed in one or more counterparts, which together shall comprise the entire agreement.
14. Joint and Several. The obligations of Borrower are joint and several.

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IN WITNESS WHEREOF, the parties have executed this Third Mortgage Modification and Extension Agreement as of the day and year first written above.

With respect to Parcel 2 and Parcel 4 described on Exhibit A attached hereto:

W&W Properties, L.L.C., an Illinois limited liability company

By: Lawrence A. Wilk
Name: Lawrence A. Wilk
Its: Manager

By: Wayne M. Waller
Name: Wayne M. Waller
Its: Manager

STATE OF Illinois
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State named above, DO CERTIFY that Lawrence A. Wilk, Manager of W&W Properties, L.L.C., an Illinois limited liability company, which person is personally known to me to be the same person whose name is subscribed to the above instrument as such limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his own free and voluntary act and as the free and voluntary act of the limited liability company for the uses and purposes set forth in the instrument.

GIVEN under my hand and Notarial Seal dated as of June 20, 2012

By: John W. Chaveriat
Notary Public

My commission expires



STATE OF Illinois
COUNTY OF Cook

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I, the undersigned, a Notary Public in and for the County and State named above, DO CERTIFY that Wayne M. Waller, Manager of W&W Properties, L.L.C., an Illinois limited liability company, which person is personally known to me to be the same person whose name is subscribed to the above instrument as such limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his own free and voluntary act and as the free and voluntary act of the limited liability company for the uses and purposes set forth in the instrument.

GIVEN under my hand and Notarial Seal dated as of 20th day of June 2012
By: [Signature]
Notary Public

My commission expires



With respect to Parcel [] described on Exhibit A attached hereto:

Chicago Title Land Trust Company, as successor to Cole Taylor Bank, not personally, but solely as Trustee under Trust Agreement dated January 19, 2001 and known as Trust Number 01-8937

By: [Signature]
Name: Mario V. Gotanco
Its: Trust Officer

STATE OF Illinois

COUNTY OF Cook

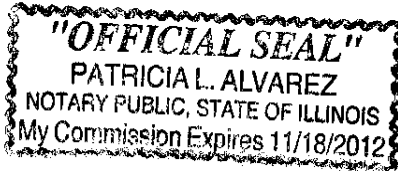
I, the undersigned, a Notary Public in and for the County and State aforesaid do hereby certify that the above Mario V. Gotanco of Chicago Title Land Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and acknowledged that ~~she~~ he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Trust Officer then and there caused the corporate seal of said Company to be affixed to said instrument as his/~~her~~ own free and voluntary and as the free and voluntary act of the Company.

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Given under my hand and Notarial Seal this June 20, 2012

Patricia L. Alvarez
Notary Public

My commission expires: _____



With respect to Parcel 3 described on Exhibit A attached hereto:

Chicago Title Land Trust Company, as successor to Cole Taylor bank, not personally, but solely as Trustee under Trust Agreement dated October 31, 2000 and known as Trust Number 00-872

By: [Signature]

Name: Mario V. Gotanco

Its: Trust Officer

STATE OF Illinois

COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid do hereby certify that the above Mario V. Gotanco of Chicago Title Land Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such [Signature] appeared before me this day in person and acknowledged that ~~she~~ he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said [Signature] then and there caused the corporate seal of said Company to be affixed to said instrument as his/~~her~~ own free and voluntary and as the free and voluntary act of the Company.

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Given under my hand and Notarial Seal this June 20, 2012

[Signature]
Notary Public

My commission expires: _____



With respect to Parcel 5 described on Exhibit A attached hereto:

Chicago Title Land Trust Company, as successor to Cole Taylor Bank, not personally, but solely as Trustee under Trust Agreement dated September 6, 2002 and known as Trust Number 02-9533

By: [Signature]

Name: Mario V. Gotanco

As: Trust Officer

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid do hereby certify that the above Mario V. Gotanco of Chicago Title Land Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and acknowledged that ~~she~~ he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Trust Officer then and there caused the corporate seal of said Company to be affixed to said instrument as his/~~her~~ own free and voluntary and as the free and voluntary act of the Company.

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continued signature page for Third Mortgage Modification M&E

Lawrence A. Wilk

Lawrence A. Wilk, individually

STATE OF ILLINOIS)
) SS
COUNTY OF *Cook*)

John W. Chaveriat, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Lawrence A. Wilk, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

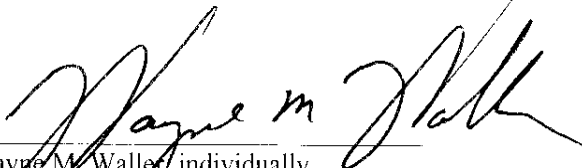
GIVEN under my hand and notarial seal this *27th* day of *June*, 2012
John W. Chaveriat

Notary Public



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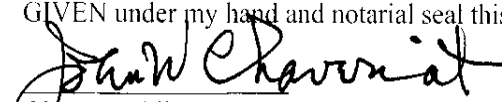
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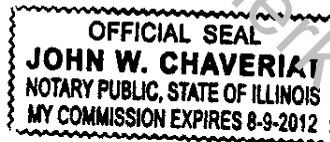

Wayne M. Waller, individually

STATE OF ILLINOIS)
) SS
COUNTY OF Cook

I, John W. Chaveriat, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Wayne M. Waller, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

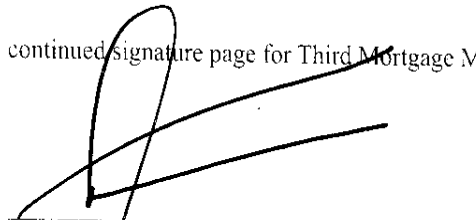
GIVEN under my hand and notarial seal this 27 day of June, 2012


Notary Public



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continued signature page for Third Mortgage Modification M&E

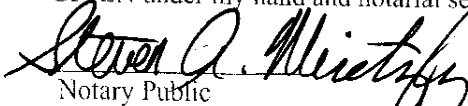


Eric Rothner, individually

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, STEVEN MIRETZKY, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Eric Rothner, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of June, 2012


 Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 AND THE NORTH $\frac{1}{2}$ OF LOT 4, IN BLOCK 4 IN SACRAMENTO ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE WEST 15 ACRES OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1915 AS DOCUMENT 5627127, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 10-36-325-004-0000 (Affects Parcel 1)

10-36-325-005-0000 (Affects Parcel 1)

Commonly known as 6439 - 6445 N. Richmond, Chicago, IL 60645

PARCEL 2:

LOT 49 IN SHERIDAN DRIVE SUBDIVISION OF NORTH $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTH WEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 AND THAT PART OF THE WEST $\frac{1}{4}$ OF SAID NORTH WEST $\frac{1}{4}$ WHICH LIES NORTH OF SOUTH 800 FEET THEREOF AND EAST OF GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-17-111-011-0000 (Affects Parcel 2)

Commonly known as: 1218 - 1230 W. Wilson, Chicago, IL 60640

PARCEL 3:

THE SOUTH 39 FEET AND 8 INCHES OF THE NORTH 72 FEET OF LOT 8 ALSO THE EAST 197 FEET OF LOT 8 (EXCEPT THE NORTH 72 FEET THEREOF) IN BLOCK 40 IN LYMAN, LARNED AND WOODBRIDGES SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 20-11-104-022-0000 (Affects Parcel 3)

Commonly known as: 4742 - 4748 S. Woodlawn, Chicago, IL 60615

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PARCEL 4:

LOTS 1, 2, 3, 4 AND 5 (EXCEPT THE WEST 3.83 FEET OF LOT 5) IN BLOCK 2 IN PENNOCK IN SECTION 26 AND SECTION 27 AND SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 13-26-300-004-0000 (Affects Parcel 4)
13-26-300-005-0000 (Affects Parcel 4)

Commonly known as: 3933 – 3945 W. Diversey, Chicago, IL 60647

PARCEL 5:

LOT 13 IN LOWENMEYER'S LAKESIDE TERRACE ADDITION TO EVANSTON, A SUBDIVISION OF BLOCK 1 IN DREYER'S LAKE SHORE ADDITION TO SOUTH EVANSTON, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 11-29-103-001-0000 (Affects Parcel 5)

Commonly known as: 7735 – 7757 N. Sheridan Rd., Chicago, IL 60626

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