



Doc#: 1312915031 Fee: \$44.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/09/2013 10:24 AM Pg: 1 of 4

This document was prepared by and after filing return to:

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

Loan # 1600047277

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("Modification") is made as of the 1st day of April 2013, by and among BankFinancial, F.S.B. ("**Lender**"), a federal savings bank, with its principal place of business at 15W060 North Frontage Road, Burr Ridge, Illinois 60527, and **HARRY LIPPY**, an unmarried man (collectively, "**Borrower**").

RECITALS:

WHEREAS, at the request of the Borrower, on or about June 2, 2009, Lender made a loan to Borrower in the original principal amount of **Forty Thousand and 00/100 Dollars (\$40,000.00; the "Loan")**; and

WHEREAS, to evidence the Loan, on or about June 2, 2009, Borrower executed and delivered to Lender that certain Variable Interest Promissory Note in the original principal amount of **Forty Thousand and 00/100 Dollars (\$40,000.00; the "Note")**; and

WHEREAS, on or about June 2, 2009, to secure the obligations under the Note, Borrower executed and delivered to Lender a Mortgage to Secure a Revolving Credit Loan (the "**Mortgage**") on certain real estate located in Cook County, Illinois, commonly known as 247 W. SCOTT ST., UNIT #310, CHICAGO, ILLINOIS the legal description of which is attached as Exhibit A. (the "**Premises**"), which Mortgage was recorded with the Cook County Recorder (the "**Recorder**") on June 18, 2009, as **Document No. 0916908067**(the Note, the Mortgage and all loan agreements, security agreements, collateral assignments, certificates and other documents relating to the Loan executed by Borrower or any guarantor as modified from time to time are the "**Loan Documents**") and

WHEREAS, the Maximum Principal Amount is \$40,000.00

WHEREAS, the principal balance under the Note as of the date hereof is **\$38,479.03**; and

WHEREAS, the Note matures on June 10, 2014.

S Yes
P 4
S N
M N
SO Yes
E Yes
INT Yes

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NOW THEREFORE, in consideration of the premises and the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged by Borrower, it is hereby agreed as follows:

1. Incorporation of 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. Maximum Principal Amount. The maximum principal amount is hereby modified from \$40,000.00 to \$39,000.00.

4. Payment of Principal and Interest. Borrower shall continue to make monthly payments of interest only on the 10th day of each month with a final payment of all unpaid principal and accrued interest on June 10, 2014.

5. 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 the other Loan Documents are in all respects ratified and affirmed by Borrower.

7. No Defaults. Borrower represents and warrants that there does not exist any Event of Default under the Note or any of the Loan Documents.

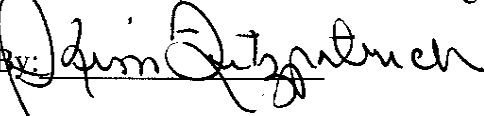
8. Governing Law. This Modification shall be governed and construed in accordance with the laws of the State of Illinois.

9. Counterparts. This Modification may be executed in one or more counterparts which together shall comprise the entire agreement.

The Modification Agreement has been executed by the parties as of the date first written above.


HARRY LIPPY

BankFinancial, F.S.B. a federal savings bank

By: 

Its: AVP Retail Loan Originations

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LEGAL DESCRIPTION RIDER

PARCEL: UNIT 310 AND P-5 IN THE OLD TOWN SQUARE MIDERISE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 10 IN OSCAR MAYER'S RESUBDIVISION OF VARIOUS LOTS AND VACATED ALLEYS IN VARIOUS SUBDIVISIONS IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, 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 NUMBER 0010308735, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS. PARCEL 2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, USE AND ENJOYMENT AS SET FORTH IN EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 0010308736.

PIN # 17-04-220-059-1020 & 17-04-220-059-1035

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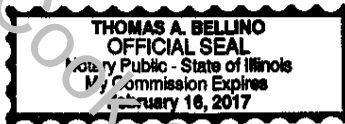
STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 9 day of APRIL, 2013, before me, the undersigned Notary Public, personally appeared **Harry Lippy**, personally known to me and who stated and affirmed that they executed the Loan Modification and Extension Agreement for the uses and purposes therein mentioned as their free and voluntary act.

By: THOMAS A. BELLINO Residing at: 108 N. KNIGHT AVE
PARK RIDGE IL 60068

Notary Public in and for the State of Illinois

My commission expires: 02/16/17 Thomas A. Bellino



STATE OF ILLINOIS)
)
COUNTY OF DuPage)

On this 9 day of April, 2013, before me, the undersigned Notary Public, personally appeared Kim Fitzprick and known to me to be the AVP Retail Loan Originations, 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. for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By: Gwynn M Witt Residing at: _____

Notary Public in and for the State of Illinois

My commission expires: 5-9-14

