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1413346010

RECORDATION REQUESTED BY:
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

Doc#: 1413346010 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/13/2014 09:58 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

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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 #1902065751 (KS)
BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, IL 60527

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 30, 2014, is made and executed between CMHDC Properties, LLC, an Illinois Limited Liability Company, whose address is 200 W. Adams St., Ste. 1710, Chicago, IL 60606 (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 April 23, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage dated April 23, 2004 and Recorded in the Cook County Recorder's office on April 28, 2004 as Document Number 0411908145 Respectively.

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

LOT 1 IN BLOCK 14 IN FIRST ADDITION TO AUBURN HIGHLANDS, BEING HART'S SUBDIVISION OF BLOCKS 11 AND 12 AND THE EAST 1/2 OF BLOCKS 3, 6 AND 10 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1401-1411 W. 80th St./8000 S. Loomis Blvd., Chicago, IL 60620. The Real Property tax identification number is 20-32-111-018-0000.

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

MATURITY DATE

The Maturity Date of the Note is hereby changed from May 1, 2024 to May 1, 2039.

PRINCIPAL INCREASE

The principal amount of the existing Note is hereby increased to \$275,000.00

INTEREST RATE

The Interest Rate of the Promissory Note is hereby changed from a Fixed Rate of 5.9% per annum to a Fixed Rate of 4.50% with a 5/1 Arm product based on the weekly average yield on U.S. Securities

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COOK

PRO TITLE GROUP, INC

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(Continued)

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adjusted to a constant maturity of one(1) year as made by the Federal Reserve Statistical Release H.15(519) (Currently 0.11%), plus a Margin of 3.00%. Under no circumstances will the interest rate on the Note be less than 4.50% per annum or more than (except for any higher default rate shown below) the lesser of 10.50% per annum or the maximum rate allowed by applicable law.

PAYMENT

The Note will be paid according to the following schedule: 299 consecutive payments of principal and interest beginning on June 1, 2014 and continuing on the same day of each month thereafter. The initial payment will be in the amount of \$1,538.98. This amount may change on June 1, 2019 and every year thereafter. This will be followed by 1 payment of principal and interest on May 1, 2039.

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.

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, inspection and audit at any reasonable time by Lender or its representative.

TAX RESERVES. Borrower shall establish a tax reserve account with the Lender from Loan proceeds in an amount deemed sufficient by the Lender. Thereafter, Borrower shall make a monthly deposit into the escrow an amount equal to one-twelfth (1/12) of the estimated annual real estate tax assessment of the property.

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 in an amount acceptable to the Lender.
3. Comprehensive General Liability and Property Damage Insurance of not less than in an amount acceptable to the Lender.
4. Loss of Rent for not less than six months.

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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 30 days written notice to the Lender prior to cancellation.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 30, 2014.

GRANTOR:

CMHDC PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

CHICAGO METROPOLITAN HOUSING DEVELOPMENT CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, Manager of CMHDC Properties, LLC, an Illinois Limited Liability Company

By: 
Rafael Leon, Executive Director of Chicago Metropolitan Housing Development Corporation, an Illinois Not-For-Profit Corporation

LENDER:

BANKFINANCIAL, F.S.B.

X 
Authorized Signer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

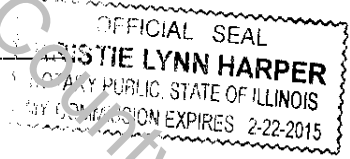
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of April, 2014 before me, the undersigned Notary Public, personally appeared **Rafael Leon, Executive Director of Chicago Metropolitan Housing Development Corporation, an Illinois Not-For-Profit Corporation, Manager of CMHDC Properties, LLC, an Illinois Limited Liability Company**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Christie Lynn Harper* Residing at Illinois

Notary Public in and for the State of Illinois

My commission expires 2/22/2015



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

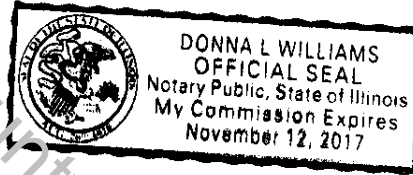
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 30th day of APRIL, 2014 before me, the undersigned Notary Public, personally appeared KENNETH STICKEN 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 Donna Williams Residing at DOWERS GROVE

Notary Public in and for the State of ILLINOIS

My commission expires _____



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RIDER AGREEMENT

This Rider Agreement (the "Rider") is made as of **April 30, 2014**, by and among BankFinancial, F.S.B. ("Lender"), **CMHDC Properties, LLC**, an Illinois limited liability company ("Borrower") and **Chicago Metropolitan Housing Development Corporation**, an Illinois not for profit corporation ("Guarantor").

RECITALS

WHEREAS, Lender, Borrower and Guarantor are entering into the following agreements and documents, each dated **April 30, 2014** as the same may be amended, renewed, extended or modified from time to time (the "Loan Documents"):

1. Business Loan Agreement executed by Borrower and Lender (the "BLA").
2. Promissory Note made by Borrower and payable to the order of Lender in the principal amount of **\$ 275,000.00** (the "Note").
3. A Modification of Mortgage made by Borrower in favor of Lender (the "Mortgage") on the real property commonly known as **1401-11 W 80th Street / 8000 S Loomis Blvd, Chicago, Illinois 60620** (the "Property").
4. A Commercial Guaranty executed by Guarantor in favor of Lender ("Guaranty").
5. Any and all other instruments, agreement and /or other documents between Lender and Borrower and/or Guarantor executed or delivered in connection with or pursuant to any to the foregoing instruments, agreements and documents.

WHEREAS, anything contained in the Loan Documents to the contrary notwithstanding, the parties are entering into this Rider in order to evidence their mutual agreement to certain changes to the Loan Documents.

NOW THEREFORE, in consideration of the foregoing and of the terms of this Rider, and in lieu of inserting separate riders to each of the Loan Documents, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Anything in Loan Documents to the contrary notwithstanding:
 - a. If any default other than a default in the payment of amounts due under the Note or a default in the payment of insurance or real estate taxes is curable, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (i) cures the default within 30 days; or (2) if the cure requires more than 30 days immediately initiate steps which Lender deems in Lenders sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.
 - b. The Confession of Judgment provisions in the Loan Documents are deleted.

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2. All capitalized terms not otherwise defined in this Rider have the meanings ascribed to them in the Loan Documents.
3. This Rider shall be binding upon and be for the benefit of the parties hereto and their successors and assigns and heirs and beneficiaries, as applicable.
4. This Rider may not be amended or modified unless pursuant to in writing signed by each party hereto.
5. This Rider may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same document.
6. This Rider shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois without regard to conflicts of law principles.
7. In the event of a conflict between the provisions of the Loan Documents and this Rider, the provisions of this Rider shall control.

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Signature page to Rider Agreement dated **April 30, 2014**.

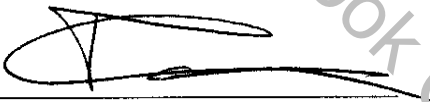
In Witness Whereof, the undersigned have duly executed and delivered this Rider Agreement as the date first set forth above.

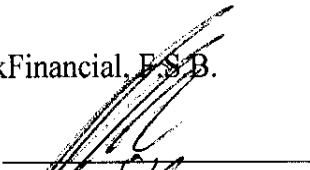
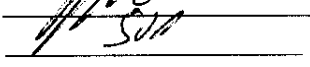
CMHDC Properties, LLC

By its Managing Member, Chicago Metropolitan Housing Development Corporation

By: 
Rafael Leon, Executive Director

Chicago Metropolitan Housing Development Corporation

By: 
Rafael Leon, Executive Director

BankFinancial, F.S.B.
By: 
Its: 

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