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This instrument was prepared by and after recording return to:

NEAL, GERBER & EISENBERG LLP
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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/16/2017 10:05 AM PG: 1 OF 6

Doc# Fee \$14.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/16/2017 10:04 AM PG: 0

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

THIS FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING ("Amendment") is made as of the 1st day of January, 2017, effective as of January 1, 2017, by and among BANKFINANCIAL, NA, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE PROVISIONS OF THE TRUST AGREEMENT DATED THE 12TH DAY OF DECEMBER, 2011 AND KNOWN AS TRUST NUMBER 011056 (the "Trust"), and CDS SOUTHLAND HOMES, LLC, an Illinois limited liability company ("Beneficiary", and, together with the Trust, "Mortgagor"), and for the benefit of BANKFINANCIAL, NA., its successors and assigns (the "Lender").

RECITALS:

A. Mortgagor executed and delivered to Mortgagee that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 28, 2011 and filed with the Cook County Recorder of Deeds on January 9, 2012 as Document No. 1200946081, as affected by that certain Partial Release of Mortgage recorded May 2, 2013 as Instrument No. 1312235163 with the Cook County Recorder of Deeds (together, the "Mortgage") encumbering the property described on Exhibit A.

B. Mortgagor and Lender have agreed to extend the Maturity Date (as defined in the Mortgage) from January 1, 2017 to January 1, 2022.

NOW, THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

- 1. Amendment of Mortgage.

(a) The recitals of the Mortgage are hereby amended to change the Maturity Date as recited therein from January 1, 2017 to January 1, 2022.

- 2. Ratification; Conflicts. Except as modified hereby, Mortgagor hereby ratifies and reconfirms each and every provision of the Mortgage. In the event of any conflict or

PRO TITLE GROUP, INC.

5140 MAIN STREET

DOWNERS GROVE, IL 60515

PRO TITLE GROUP, INC Cook - Accommodation

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inconsistency between the provisions of this Amendment and the Mortgage, this Amendment shall control.

3. Severability. In the event that any provision of this Amendment shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Amendment.

4. Counterparts. This Amendment may be executed in multiple counterparts, each of which when taken together shall constitute an original.

5. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless 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 BANKFINANCIAL, NA, 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.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Mortgagor has executed this Amendment or has caused the same to be executed by its representatives thereunto duly authorized.

^{N/A}
BANKFINANCIAL, F.S.B., NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE PROVISIONS OF THE TRUST AGREEMENT DATED THE 12TH DAY OF DECEMBER, 2011 AND KNOWN AS TRUST NUMBER 011056

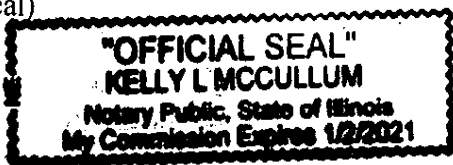
By: Linda Chirico
Name: LINDA CHIRICO
Title: TRUST ADMINISTRATOR

STATE OF ILLINOIS)
COUNTY OF Laurens) SS

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that LINDA CHIRICO, the Trust Admin of BankFinancial, F.S.B., a ^{N/A} ~~federal savings bank~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act, and as the free and voluntary act of said ~~federal savings bank~~, in its capacity as trustee aforesaid, for the purposes therein set forth.

Given under my hand and notarial seal this 25th day of January, 2017.

(Notary Seal)



Notary Public

By: Kelly L McCullum
Name: Kelly L McCullum
My Commission Expires: 12/2021

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[SIGNATURE PAGE CONTINUED]

CDS SOUTHLAND HOMES, LLC, an Illinois limited liability company

By: CMHDC Development Services, an Illinois not for profit corporation, its managing member

By: 
Name: Rafael Leon
Title: Executive Director


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Rafael Leon, the Executive Director of CMHDC Development Services, an Illinois not for profit corporation, the managing member of CDS Southland Homes, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 corporation and limited liability company for the purposes therein set forth.

Given under my hand and notarial seal this 24th day of January, 2017.

(Notary Seal)



Notary Public
By: 
Name: Elizabeth Crayton
My Commission Expires: 11-1-2019

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LOT 125 IN RICHTON HILLS SUBDIVISION FIRST ADDITION, A PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1967, IN PLAT BOOK 745, PAGE 4, IN THE RECORDER OF COOK COUNTY ILLINOIS, AS DOCUMENT NUMBER 20260383, IN COOK COUNTY, ILLINOIS.

Property Address: 4328 Greenbrier Lane, Richton Park, IL
PIN: 31-27-410-018

LOT 10 IN BLOCK 4 IN COOPER'S HAZEL CREST MANOR, BEING A SUBDIVISION OF THE EAST 443 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

Property Address: 16802 Western Avenue, Hazel Crest, IL 60429
PIN: 28-25-211-027

UNIT 11-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLEN ARBOR IN PARK FOREST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22234903, IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 3468 Western, Park Forest, IL 60466
PIN: 31-36-200-025-1070

UNIT 23-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLEN ARBOR IN PARK FOREST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22234903, IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 3556 Western, Park Forest, IL 60466
PIN: 31-36-200-025-1149

UNIT 4-3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLEN ARBOR IN PARK FOREST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22234903, IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 3632 Western, Park Forest, IL 60466
PIN: 31-36-200-025-1023

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UNIT 14-4 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLEN ARBOR IN PARK FOREST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22234903, IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 3428 Western, Park Forest, IL 60466
PIN: 31-36-200-025-1092

UNIT 23-4 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLEN ARBOR IN PARK FOREST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22234903, IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 3567 Western, Park Forest, IL 60466
PIN: 31-36-200-025-1152

UNIT 3-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLEN ARBOR IN PARK FOREST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22234903, IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 3652 Western, Park Forest, IL 60466
PIN: 31-36-200-025-1019