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BankFinancial, National Association 60 North Frontage Road Burr Ridge, IL 60527

WHEN RECORDED MAIL TO:

BankFinancial, National Association 60 North Frontage Road Burr Ridge, IL 60527

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BankFinancial, National Association 60 North Frontage Podd Burr Ridge, IL 60527



Doc# 2000808433 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS

DATE: 01/08/2020 02:27 PM PG: 1 OF 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: 1902069090 (JA)
BankFinancial, National Association 60 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 December 4, 2010, is made and executed between Forest Preserve Plaza, L.L.C., an Illinois limited liability company, whose address is 1721 Moon Lake Blvd, Suite 101, Hoffman Estates, IL 60169 (referred to below as "Grantor") and BankFinancial, National Association, whose address is 60 North Frontage Road, Burr Ridge, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 4, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a first Mortgage and Assignment of Rents dated December 4, 2014 and recorded on December 5, 2014 in the Cook County, IL Recorder of Deeds Office as Document Numbers 1433947075 and 1433947076, respectively.

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

LOTS 1 TO 8 (BOTH INCLUSIVE) AND THAT PART OF THE NORTH 1/2 OF THE VACATED ALLEY SOUTH AND ADJOINING THE LAND IN BLOCK 1 IN VOLK BROTHERS IRVING PARK BOULEVARD SUBDIVISION BEING A SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 10 FEET THEREOF) AND EXCEPT THE RIGHT OF WAY OF THE C.T.T.R.R. AND ALSO EXCEPT THAT OF LOT 1 AFORESAID CONVEYED TO COOK COUNTY, ILLINOIS, STATE OF ILLINOIS FOR HIGHWAY PURPOSES;

ALSO

LOT 18, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: POINT OF BEGINNING BEING THE SOUTHWESTERLY CORNER OF SAID LOT 18; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18, A DISTANCE OF 18.12 FEET; THENCE CONTINUING ALONG A LINE PARALLEL TO THE

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902069090 (Continued) Page 2

SOUTHWESTERLY LINE OF SAID LOT 18, A DISTANCE OF 70.72 FEET, TO A POINT IN THE NORTH LINE OF SAID LOT 18, THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE OF SAID LOT 18, A DISTANCE OF 21.13 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 18; THENCE CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID LOT 18, A DISTANCE OF 81.70 FEET TO A POINT OF BEGINNING AND THAT PART OF THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING THE LAND IN BLOCK 1 IN VOLK BROTHERS IRVING PARK BOULEVARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 10 FEET THEREOF) AND EXCEPT THE RIGHT OF WAY OF THE C.T.T.R.R. AND ALSO EXCEPT THAT PART OF THE LOT 1 AFORESAID CONVEYED TO COOK COUNTY, ILLINOIS, THE STATE OF ILLINOIS FOR TIGHWAY PURPOSES, IN COOK COUNTY, ILLINOIS

The Real Property of its address is commonly known as 7305-7331 W. Irving Park Rd., Chicago, IL 60634. The Real Property tax ide: tification number is 12-24-204-022-0000 and 12-24-204-024-0000.

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

INTEREST RATE.

The Interest Rate is hereby amended to 3.875% fixed.

PAYMENT.

Borrower will pay this loan in 11 regular payments of \$11,740.45 each and one irregular last payment estimated at \$1,900,985.09. Borrower's first payment is due January 4, 2020, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 4, 2020, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to first to any accrued unpaid interest; then to any unpaid collection costs; then to any late charges; then to principal; and then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing the Note. Notwithstanding the foregoing, Lender reserves the right to determine how payments shall be applied hereunder or to hold funds in unapplied pending their application. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

MATURITY DATE.

The Maturity Date is hereby extended indefinitely.

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 are it 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.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902069090 (Continued) Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 4, 2019.

GRANTOR:

FOREST PRESERVE PLAZA, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

ROBERT L. KOZONIS TRUST DATED APRIL 27, 1995, Manager of Forest Preserve Plaza, L.L.C., an Hing's limited liability company

By:

Robert L. Kozonis, Trustee Robert L Kozonis Trust dated

April 27, 1995

JOANN KOZONIS TRUST DATED APRIL 27, 1995, Manager of Forest Preserve Plaza, L.L.C., an Illinois limited liability company

By: John Mozonis

JoAnn Kozonis, Trustee of JoAnn Kozonis Trust dated April

27, 1995

LENDER:

BANKFINANCIAL, NATIONAL ASSOCIATION

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902069090 Page 4 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF) SS COUNTY OF December day of __ , 2019 before me, the undersigned Notary Public, personally appeared Robert L. Kozonis, Trustee of Robert L. Kozonis Trust dated April 27, 1995, Manager of Forest Preserve Plaza, L.L.C., an Illinois limited liability company and JoAnn Kozonis, Trustee of JoAnn Kozonis Trust date: April 27, 1995, Manager of Forest Preserve Plaza, L.L.C., an Illinois limited liability company, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. Koren Residing at Bullate Alsone, IL Notary Public in and for the State of _ **OFFICIAL SEAL GAIL ANN ROSEN** My commission expires 10/03/2020NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Oct 3, 2020 Clort's Orrica

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902069090	(Continued)	Page 5
	LENDER ACKNOWLEDGMENT	<u></u>
Public, personally appeared, authorized agent for Bar instrument and acknowledged said National Association, duly authorized otherwise, for the uses and purpose	before be	suted the within and foregoing act and deed of BankFinancial , rough its board of directors or that he or she is authorized to
Notary Public in and for the State of My commission expires 4/19	/2020 "C	DFFICIAL SEAL" MARILYN MANNEY ary Public; State of Illinois mmission Expires 4/19/2020
	Finastra USA Corporation 1997, 2019. C:\CFI\LPL\G201.FC TR-1500 PR-5	All Rights Reserved IL