

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc# 2000008434 Fee \$88.00

**WHEN RECORDED MAIL TO:**

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

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/08/2020 02:28 PM PG: 1 OF 5

**SEND TAX NOTICES TO:**

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

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

1902073835 (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, 2019, 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 July 30, 2015 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a second Mortgage and Assignment of Rents dated July 30, 2015 and recorded on July 31, 2015 in the Cook County, IL Recorder of Deeds Office as Document Numbers 1521247079 and 1521247080, 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

2/8/2

1909001 COOK

PRO TITLE GROUP, INC

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## MODIFICATION OF MORTGAGE (Continued)

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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 HIGHWAY PURPOSES, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7305-7331 W. Irving Park Road, Chicago, IL 60634. The Real Property tax identification 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 \$2,886.72 each and one irregular last payment estimated at \$468,772.12. 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 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.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 1902073835

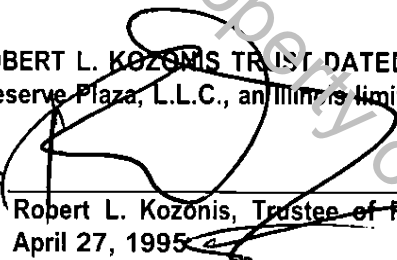
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 4, 2019.


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 Illinois limited liability company

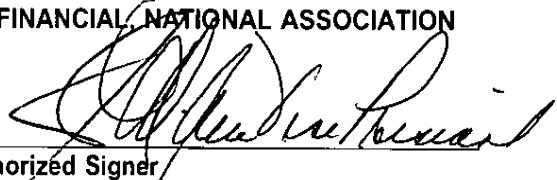
By:   
Robert L. Kozonis, Trustee of Robert L. Kozonis Trust dated April 27, 1995

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

By:   
JoAnn Kozonis, Trustee of JoAnn Kozonis Trust dated April 27, 1995

LENDER:

BANKFINANCIAL NATIONAL ASSOCIATION

x   
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 20<sup>th</sup> day of December, 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 dated 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.

By Gail Ann Rosen Residing at Buffalo Grove, IL

Notary Public in and for the State of Illinois

My commission expires 10/03/2020



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

On this 20th day of DECEMBER, 2019 before me, the undersigned Notary Public, personally appeared JAN A. ALLEN and known to me to be the VICEDIRECTOR, authorized agent for **BankFinancial, National Association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BankFinancial, National Association**, duly authorized by **BankFinancial, National Association** 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, National Association**.

By Marilyn Manney Residing at Burr Ridge IL 60527

Notary Public in and for the State of ILLINOIS

My commission expires 4/19/2020

