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


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EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 02/27/2020 02:11 PM PG: 1 OF 4

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60 North Frontage Road
Burr Ridge, IL 60527

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60 North Frontage Road
Burr Ridge, IL 60527

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

28452203 (MB)
BankFinancial, National Association
60 North Frontage Road
Burr Ridge, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 31, 2020, is made and executed between Lalitkumar V. Parekh and Pushpa L. Parekh, his wife as joint tenants, whose address is 567 Cherrywood Dr., Wheeling, IL 60090 (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 May 21, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing (Non Land Trust) dated May 21, 2007 and recorded on ~~June 14, 2007~~ in the Cook County, IL Recorder of Deeds Office as Document Number 0716605185 and modified by an Assignment of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (Non Land Trust) dated March 10, 2011 and recorded on April 1, 2011 in the Cook County, IL Recorder of Deeds Office as Document Number 1109146049.

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

** June 15*

PARCEL 1: THAT PART OF LOT 18254 (EXCEPT THAT PART OF SAID LOT 18254 LYING SOUTH OF A LINE DRAWN AT 90 DEGREES TO THE EAST LINE OF SAID LOT AT A POINT ON SAID EAST LINE 195.43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT) IN SECTION 3, WEATHERSFIELD UNIT 18, BEING A SUB-DIVISION IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID LOT 18254 AT A POINT 736.63 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18254 (FOR THE PURPOSE OF DESCRIBING THIS PARCEL WEST LINE OF SAID LOT 18254 IS TAKEN AS "NORTH & SOUTH"); THENCE WEST 144.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREON DESCRIBED; THENCE CONTINUING WEST 1.83 FEET; THENCE NORTH 3.00 FEET; THENCE WEST 46.33 FEET; THENCE SOUTH 3.00 FEET; THENCE WEST

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MODIFICATION OF MORTGAGE

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(Continued)

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1.83 FEET; THENCE NORTH 46.00 FEET; THENCE EAST 49.99 FEET; THENCE SOUTH 46.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS DATED MARCH 9, 1978 AND RECORDED MARCH 31, 1978 AS DOCUMENT NUMBER 24384493 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 132 Oliver Court, Schaumburg, IL 60193. The Real Property tax identification number is 07-27-302-024-0000.

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

PAYMENT.

Borrower will pay this loan in 60 monthly consecutive principal and interest payments in the initial amount of \$1,370.84 each, beginning February 1, 2020, with interest calculated on the unpaid principal balances using an initial discounted interest rate of 3.500%; and 300 monthly consecutive principal and interest payments, beginning February 1, 2025, with interest calculated on the unpaid principal balances using an interest rate based on the Index described in the Note, plus a margin of 2.750%. Borrower's final payment will be due on January 1, 2050 and will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. 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.

INTEREST RATE.

For the first 60 payments, the interest rate on this loan will be 3.500%. Thereafter, the interest rate on the note is subject to change from time to time based on changes in an independent index which is the One Year Constant Maturity Treasury Rate as published in the Wall Street Journal in effect on the Change Date (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each 12 months. Borrower understands that lender may make loans based on other rates as well. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of the Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on the Note be less than 3.500% per annum or more than (except for any higher default rate shown below) the lesser of 9.500% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 2.000 percentage points. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

MATURITY DATE.

The Maturity date of the Note is hereby amended from August 1, 2039 to January 1, 2050. The Maturity date of the Mortgage 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

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MODIFICATION OF MORTGAGE

Loan No: 28452203

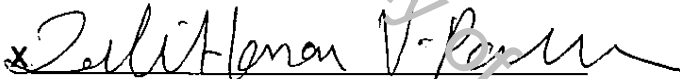
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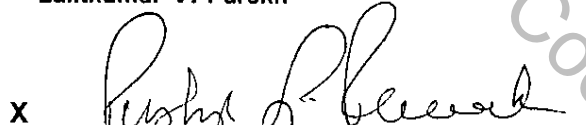
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performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 31, 2020.

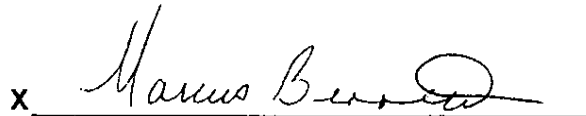
GRANTOR:

x 
Lalitkumar V. Parekh

x 
Pushpa L. Parekh

LENDER:

BANKFINANCIAL, NATIONAL ASSOCIATION

x 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 28452203

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Lake

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On this day before me, the undersigned Notary Public, personally appeared **Lalitkumar V. Parekh and Pushpa L. Parekh**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this Jan. 1st day of 30, 2020.

By Alka Gupta Residing at _____

Notary Public in and for the State of IL

My commission expires 06/14/2022

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this 31st day of January, 2020 before me, the undersigned Notary Public, personally appeared Marcus Bennett and known to me to be the lender, 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 Marianne Bagnola Residing at Homewood, IL

Notary Public in and for the State of Illinois

My commission expires 6-10-2023

