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Doc#: 0532616159 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/22/2005 03:09 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:



Record and Return To:
Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06067

~~9000 Southside Blvd, Bldg~~
~~700~~
~~Jacksonville, FL 32256~~

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

DONNELL HALL
Bank of America, N.A.
P O BOX 26865
RICHMOND, VA 23261-0000

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 26, 2005, is made and executed between CHARLES T DEIBEL, AN UNMARRIED PERSON AND ROBERT DEIBEL AND CAROL DEIBEL, AS TRUSTEES THE ROBERT AND CAROL DEIBEL FAMILY TRUST, DATED OCTOBER 1, 2004 (referred to below as "Grantor") and Bank of America, N.A., whose address is 100 North Tryon Street, Charlotte, NC 28255 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 1, 2004 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED 01/24/2005 DATED 10/01/2004 DOC 0502436298.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 540 N LAKE SHORE DR APT 702, CHICAGO, IL 60611-3435.

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

THE PRINCIPAL AMOUNT SECURED BY THE MORTGAGE IS CHANGED FROM 30,000.00 TO 60,000.00.
THE MATURITY DATE DESCRIBED IN THE MORTGAGE IS CHANGED TO 08/26/2030.

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

JM/Rch 88529426654

*yes
yes
yes
yes*

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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.

MISCELLANEOUS . The Mortgage or Deed of Trust and all other documents held or maintained by Lender in connection with the Mortgage or Deed of Trust (and any prior renewal/extension/modification/consolidation thereof) have been properly perfected and are fully enforceable in strict accordance with the terms thereof. Any consent to jurisdiction previously executed by Grantor shall unconditionally be fully effective and fully extend to this Modification and any document executed in conjunction herewith. To the extent that any provision of this Modification conflicts with any term or condition set forth in the Mortgage or Deed of Trust, or any agreement or security document executed in conjunction herewith, the provision of this Modification shall supercede and control. Grantor acknowledges and agrees that, as of the date of this Modification, the Mortgage or Deed of Trust is fully enforceable in strict accordance with the terms thereof, and there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of the Mortgage or Deed of Trust or the Note or Credit Agreement. This Modification has been duly executed by Grantor under seal. Grantor acknowledges receiving a full and completed copy of this Modification (regardless whether Grantor's signature appears on the copy). "Grantor" means, jointly and severally, each person who executed or executes the Mortgage or Mortgage Modification or Deed of Trust or Deed of Trust Modification. Any litigation arising out of or relating to this Modification or the Note or Credit Agreement shall be commenced and conducted in the courts and in the States as specified in the Mortgage or Deed of Trust. Grantor hereby waives the right to trial by jury in any action brought on this Modification or on any other matter arising in connection with this Modification or the Note or Credit Agreement.

NONTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the Indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE

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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared CHARLES T DEIBEL, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of August, 2005.

By Sara Corlett Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires Mar. 16, 2008



TRUST ACKNOWLEDGMENT

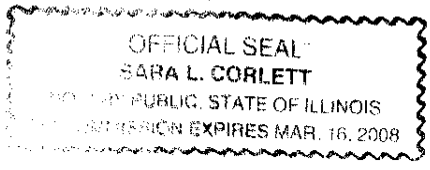
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 25th day of Aug., 05 before me, the undersigned Notary Public, personally appeared ROBERT DEIBEL, Trustee and CAROL DEIBEL, Trustee of THE ROBERT AND CAROL DEIBEL FAMILY TRUST, DATED OCTOBER 1, 2004, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Sara Corlett Residing at Chicago IL

Notary Public in and for the State of IL

My commission expires Mar. 16 2008



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AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 26, 2005.

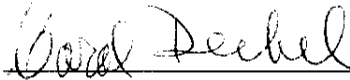
GRANTOR:

X 

CHARLES T DEIBEL, Individually

THE ROBERT AND CAROL DEIBEL FAMILY TRUST, DATED OCTOBER 1, 2004

By: 
ROBERT DEIBEL, Trustee of THE ROBERT AND CAROL DEIBEL FAMILY TRUST, DATED OCTOBER 1, 2004

By: 
CAROL DEIBEL, Trustee of THE ROBERT AND CAROL DEIBEL FAMILY TRUST, DATED OCTOBER 1, 2004

LENDER:

BANK OF AMERICA, N.A.

X 
Authorized Signer

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LENDER ACKNOWLEDGMENT

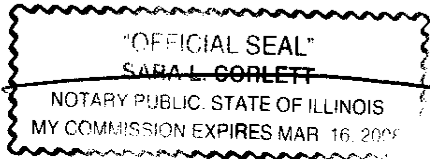
STATE OF Illinois ~~Virginia~~)
) SS
 COUNTY OF Cook ~~Henrico~~)

On this 25th day of Aug ~~25~~ before me, the undersigned Notary Public, personally appeared Bank of America ~~Bank of America~~ ^{Watson} and known to me to be the AVP ~~AVP~~, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Sara Corlett ~~Sara Corlett~~ ^{Richard Watson} Residing at 1400 Best Plaza Dr ~~Chicago, IL~~

Notary Public in and for the State of IL ~~VA~~

My commission expires Mar 16 2008
 My Commission Expires 12-31-08



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F2635863

SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS, TO WIT:

LOT 29 (EXCEPT THAT PORTION TAKEN FOR STREET PURPOSES IN CASE 82L1163) AND LOT 30 AND THE WEST 1/2 OF LOT 43 IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 17-10-211-021-1012

PROPERTY KNOWN AS: 540 NORTH LAKE SHORE DRIVE APT

Property of Cook County Clerk's Office