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Doc#: 0729506145 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/22/2007 01:47 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:
Bank of America Consumer
Collateral Tracking,
FL9-700-04-12
9000 Southside Blvd, Bldg
700
Jacksonville FL 32256

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
BARBARA BRENNER
Bank of America, N.A.
FL2-002-01-02 6700 LAKEVIEW CENTER DR
TAMPA, FL 33619-0000

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 27, 2007, is made and executed between CYNTHIA H ELSENER AND MARITA RHEA, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON (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 April 30, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED 05/23/2007, INSTRUMENT 0714301012.

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 1706 S INDIANA AVE, CHICAGO, IL 60616-1302. The Real Property tax identification number is 17-22-302-063.

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

THE PRINCIPAL AMOUNT SECURED BY THE MORTGAGE IS CHANGED FROM \$100,000. TO \$155,000.
THE MATURITY DATE IS CHANGED TO 9/27/2032.

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

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B.C.
MAY
P-5
B.W.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

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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 AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 27,

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MODIFICATION OF MORTGAGE

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2007.

GRANTOR:

X 

 MARITA RHEA

X 

 CYNTHIA H ELSEMER

LENDER:

BANK OF AMERICA, N.A.

X 

 Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

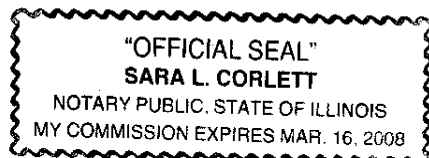
On this day before me, the undersigned Notary Public, personally appeared **MARITA RHEA and CYNTHIA H ELSENER**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for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

Given under my hand and official seal this 28th day of Sept., 20 07.

By Sara Corlett Residing at Chicago

Notary Public in and for the State of IL

My commission expires Mar. 16, 2008



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MODIFICATION OF MORTGAGE

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(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 28th day of Sept., 2007 before me, the undersigned Notary Public, personally appeared Sharon A. Mitchell and known to me to be the _____, 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 L. Corlett Residing at Chicago

Notary Public in and for the State of IL

My commission expires Mar. 16 2008



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Exhibit A (Legal Description)

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS KNOWN AND DESCRIBED AS FOLLOWS, TO WIT:

PARCEL 1:

LOT 11 IN KENSINGTON PARK II TOWNHOMES, BEING A SUBDIVISION IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 22, 2004, AS DOCUMENT NUMBER 0417410110, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON PARK II TOWNHOMES RECORDED ON JULY 12, 2004, AS DOCUMENT NUMBER 0419434156, AND RECORDED ON AUGUST 13, 2004, AS DOCUMENT NUMBER 0422627093.

Being that parcel of land conveyed to Cynthia E. Eisener and Marita Rhea, as joint tenants with rights of survivorship, and not as tenants in common from Kensington Park II, LLC by that deed dated 01/25/2005 and recorded 02/14/2005 in Instrument No. 0504527027 of the COOK COUNTY, IL, Public Registry.

Tax Map Reference: 17-22-302-063

Property of Cook County Clerk's Office