



Doc#: 0802233229 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/22/2008 01:16 PM Pg: 1 of 6

**AFTER RECORDED RETURN TO:**

**Bank of America, N.A.**  
**ATTN: Construction**  
**9000 Southside Blvd., Ste. 700**  
**Jacksonville, FL 32256**  
PARCEL NUMBER: 05-17-112-006-0000 & 05-17-112-007-0000  
LOAN NUMBER: 6073465871

Prepared by:  
**Barbara Leuellen**  
**Robertson & Anschutz**  
**10333 Richmond Avenue, Suite 550**  
**Houston, TX 77042**  
**713-980-7834**

*KSC 8361831 1/2 NBC*

**NOTE AND CONSTRUCTION MORTGAGE/SECURITY INSTRUMENT  
MODIFICATION AGREEMENT**

The State of **Illinois**

County of **Cook**

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

Recitals

This agreement ("Modification Agreement") is made on **January 01, 2008**, between **James E. Pass and Michelle F. Pass, husband and wife**, (herein "Borrower") and **Bank of America, N.A.** (herein "Lender"), whose loan servicing address is **P.O. Box 9000, Getzville, NY 14068-9000**, for a Modification of that certain Deed of Trust, Construction Mortgage, Mortgage or Security Deed, and any riders thereto (the "Security Instrument") and Note dated **February 20, 2007**, in favor of **Bank of America, N.A.**, and any addenda thereto, and any previous modification(s) thereof, said Note being in the original principal amount of **\$2,300,000.00**, said Security Instrument having been recorded in/under \_\_\_\_\_ of the Official Records of Real Property of **Cook County, Illinois**, covering property described as follows:

**See Exhibit "A" attached hereto and made a part hereof for all purposes**

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as shown in "ATTACHMENT A", attached hereto and made a part hereof for all purposes.

*ghc*

**BOX 333-CTI**

**UNOFFICIAL COPY**

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean **Bank of America, N.A.** or any future holder, whether one or more, of the Note.

# UNOFFICIAL COPY

EXECUTED this the 15 day of December to be effective January 01, 2008.

[Signature]  
James E. Pass

December 15, 2007  
Date

[Signature]  
Michelle F. Pass

Dec. 15, 2007  
Date

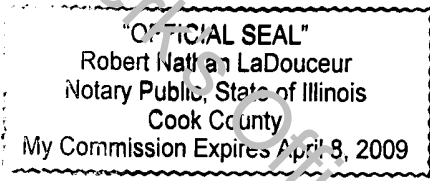
STATE OF ILLINOIS, Cook County

I, NATHAN LaDOUCEUR, a Notary Public in and for said county and state, do hereby certify that **James E. Pass and Michelle F. Pass**, personally known to me to be the same person(s) whose name(s) is / are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / she / they signed and delivered the said instruments as his / her / their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15<sup>th</sup> day of December 2007.

[Signature]  
Notary Public

NATHAN LaDOUCEUR  
Printed Name  
My Commission Expires: April 8, 2009



# UNOFFICIAL COPY

ACCEPTED AND AGREED TO BY  
THE OWNER AND HOLDER OF SAID NOTE:  
BANK OF AMERICA, N.A.

By: Judy L. Beller  
Name: Judy L. Beller  
Title: Vice President

Witness: [Signature]

Witness: [Signature]

### Corporate Acknowledgement

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Judy L. Beller, as Vice President of Bank of America, N.A. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

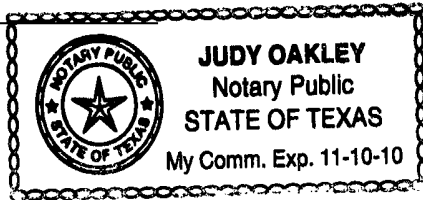
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of January 2008.

My Commission Expires:

Judy Oakley

Notary Public in and for  
The State of Texas

Name:



# UNOFFICIAL COPY

## ATTACHMENT A

**The Note shall be and hereby is amended as follows:**

The beginning date for monthly payments set forth in paragraph 3 is changed from **April 01, 2008** to **February 01, 2008**.

The Maturity Date is changed from **March 01, 2038** to **January 01, 2038**.

**The Addendum or Rider to Note shall be and hereby is amended as follows:**

The "Roll-over Date" as defined therein is changed from **March 01, 2008** to **January 01, 2008**.

**The Security Instrument shall be and hereby is amended as follows:**

Reference to the maturity date of the debt secured by the Security Instrument is changed from **March 01, 2038** to **January 01, 2038**.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Loan No.: 6073465871

EXHIBIT "A"

**LOT 2, IN BLOCK 12 IN LLOYD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 5 IN TAYLOR'S SECOND ADDITION TO TAYLORSPOUR BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 17, ALSO THE EAST 24 ACRES OF THE NORTH 48 ACRES OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS**

(R&A) RA0164323A - exhibitA.ra - 12/30/2004

Property of Cook County Clerk's Office