

BANK OF AMERICA, N.A. (THE "BANK")

Borrower Name(s) (jointly and severally, "Borrower")



MICHAEL P NUCCIO

Date 02 / 05 / 2009

SANDRA NUCCIO

Doc#: 0905735092 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 02/28/2009 12:11 PM Pg: 1 of 3

Effective Date 02 / 05 / 2009

CreditLine Account Information (the "Information"):

Current Payment Frequency Monthly

Account Number 68951010313399

Next Scheduled Payment Due 02/20/2009

(All capitalized terms used below have the same meaning as set forth above or in the CreditLine Agreement)

THE CHANGES SET FORTH BELOW MAY TAKE UP TO FIVE (5) BUSINESS DAYS FROM THE EFFECTIVE DATE TO BE PROCESSED.

1. Background. (The "Bank") is the current creditor under the Bank of America CreditLine Agreement executed by Borrower (the "Agreement"), as same may have been previously modified from time to time. As of the Date, Borrower acknowledges and agrees that the Information is correct, and the Agreement and any other document executed by Borrower (or executed on Borrower's behalf) have been properly executed and delivered to the Bank and are fully enforceable against Borrower. Additionally, Borrower acknowledges and agrees that Borrower has no counterclaims, setoffs or defenses or rights to counterclaims, setoffs or defenses to payment of the Agreement or if Borrower has any such counterclaim, setoff or defense, Borrower waives it unless prohibited by law. Any waiver of jury trial and/or consent to jurisdiction previously executed between any Borrower or Guarantor who signed, endorsed or guaranteed the Agreement shall unconditionally be fully effective and shall fully extend to this CreditLine Account Modification Agreement (this "Modification") and any document executed in conjunction herewith.

2. Request and Agreement. Borrower requests, and the Bank agrees, for good and valuable consideration, which receipt is acknowledged, to modify the Agreement only as shown below. If not modified below, all other terms and conditions of the Agreement remain the same. Borrower and the Bank enter into this Modification as of the Date, will all modifications to be effective as of the Effective Date unless otherwise shown below. This Modification is not a novation, release or waiver of any right by the Bank. The Bank is authorized to modify any automatic payment schedule or amount, if applicable, to conform to this Modification.

(Only check the provisions modified. If a provision is not checked, that provision is not modified.)

- A. Block or Close the Account. Borrower requests that the Bank:
- Block the Account to further Advances (but do not close the Account)
- Block the Account to further Advances and close the Account when the Outstanding Balance is paid down to zero.

Description of Request:

If the CreditLine Account is either a Premium CreditLine, a Premium CreditLine CD Secured or a Premium CreditLine Marketable Securities and the current payment option is "interest only", then the following applies:

- If the Account is blocked (but not closed), then the Bank may immediately or at anytime thereafter (if the account is still blocked) change the payment option to the "Percentage (%) of Outstanding Balance" option.
If the Account is blocked (and is to be closed), then the payment option is changed to the "Percentage (%) of Outstanding Balance" option as of the block Effective Date.

- B. Unblock the Account. Borrower requests the Account be unblocked to allow further Advances (must be signed by all Borrowers). Depending on the reason(s) the Account was blocked, the Bank reserves the right not to unblock the account and will notify Borrower accordingly. [To Banking Center Associate: Be sure that this request is reviewed by the appropriate LDC personnel.]

- C. Increase or Decrease the amount of the Line. The amount of the Line is:
- Increased from \$ to \$ . Accordingly, the Draw Period is extended (Complete Only if Applicable; If Not Completed, the Draw Period is Not Extended). If the Account is secured by a dwelling, this increase will not be effective until (i) the Notice of Right to Cancel three business day rescission period has expired (if applicable) and/or (ii) all security documents have been satisfactorily executed and delivered to the Bank and properly recorded.
- Decreased from \$ 250,000 to \$ 127,000 . (Once the amount of the Line is decreased, it may not be increased without additional requirements being met.)

- D. Begin Repayment Period. The time period still remaining for the Draw Period is waived by Borrower. The Repayment Period is to begin as of the Effective Date.

- E. Release TaxSmart property. The real estate or dwelling granted as secondary collateral for a TaxSmart Agreement is to be released as collateral for the Agreement. Other documents evidencing the release will be filed, with notice or the actual release sent to Borrower. Interest paid up to the above Effective Date will be reported on IRS Form 1098, if required by law.

- F. Other (List):

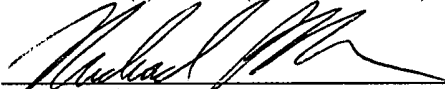
BOX 333-CP

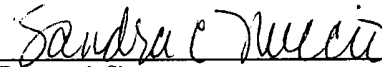
C.T.I.C. 8459844 29 005310 01 2009 02/20/2009

Handwritten initials 'JL'

# UNOFFICIAL COPY

THE UNDERSIGNED BORROWER(S) AGREE TO THE TERMS OF THE MODIFICATION AGREEMENT UNDER SEAL AND ACKNOWLEDGE THAT I/WE HAVE RECEIVED A FULL AND COMPLETED COPY OF THIS MODIFICATION AGREEMENT (REGARDLESS IF MY/OUR SIGNATURE(S) APPEAR(S) ON THE COPY).

 (SEAL)  
 Borrower's Signature  
 MICHAEL P NUCCIO  
 Borrower's Name (Print or Type)

 (SEAL)  
 Borrower's Signature  
 SANDRA NUCCIO  
 Borrower's Name (Print or Type)

\_\_\_\_ (SEAL)  
 Borrower's Signature  
 \_\_\_\_\_  
 Borrower's Name (Print or Type)

\_\_\_\_ (SEAL)  
 Borrower's Signature  
 \_\_\_\_\_  
 Borrower's Name (Print or Type)

**ACKNOWLEDGMENT AND AGREEMENT OF GUARANTOR(S)**

The undersigned Guarantor(s) jointly and severally if more than one) of the Agreement acknowledge and agree under seal to all of the modifications and to all of the terms and conditions of this Modification Agreement as of the above Date and that I/we continue to be bound by the terms and conditions of the Guaranty I/we signed.

**Notice to Co-Signer (For the purpose of this Notice, the words you and your refer to any additional borrower). You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Bank can collect this debt from you without first trying to collect from the Borrower. The Bank can use the same collection methods against you that can be used against the Borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.**

\_\_\_\_ (SEAL)  
 Guarantor's Signature  
 \_\_\_\_\_  
 Guarantor's Name (Print or Type)

\_\_\_\_ (SEAL)  
 Guarantor's Signature  
 \_\_\_\_\_  
 Guarantor's Name (Print or Type)

**Bank Information (For Bank Use Only)**

Banking Center Associate must manually complete sections designated with an asterisk (\*). Section A will prefill if performed on Merlin. Instructions in parentheses are for RLS use.

- A. **Block or Close:** Choose one action and one reason only.
  - Block an Account (AMN3 Change stop advance indicator to a "Y")
  - Block and close at zero balance (AMN3 Change stop advance indicator to a "Y", AML1 change closed indicator to a "Y")

**Stop Advance Reason Code: Select One**

- |   |  |
|---|--|
| <input type="checkbox"/> Borrower Request - C1            | <input type="checkbox"/> Payoff Pending - C8         |
| <input type="checkbox"/> Borrower Request, Verbal - C2    | <input type="checkbox"/> Payoff Pending, Verbal - C8 |
| <input type="checkbox"/> Lost/Stolen Checks, Verbal - C4  | <input type="checkbox"/> Service Issue - CA          |
| <input type="checkbox"/> Lost/Stolen Checks - C5          | <input type="checkbox"/> Service Issue, Verbal - C9  |
| <input type="checkbox"/> Joint Owner Request - C6         | <input type="checkbox"/> Sole Owner Deceased - CD    |
| <input type="checkbox"/> Joint Owner Request, Verbal - C7 | <input type="checkbox"/> New Offer Not Accepted - CE |

- B. **Unblock the Account.** (AMN3 Change stop advance indicator to an "N")  
 LDC must approve all requests to Unblock. Send completed signed document to LDC for approval.
- C. **Increase or Decrease the amount of the CreditLine.** Complete the amount fields with the difference between the "from" and "to" amounts indicated on the front of this form. Example: Increase from \$1,000.00 to \$1,500.00. Complete appropriate amount field below with \$500.00.
  - Increase amount \$ \_\_\_\_\_ (No action needed by RLS, this will feed from CLASS)
  - Decrease amount \$ \_\_\_\_\_ (AM80 - tran code - 8322)
- D. **Begin Repayment Period.** Modification Effective Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (AMU2 - Draw Expiration Date)
- E. **Release TaxSmart property.** (No action needed by RLS, Collateral Modification Agreement should be completed and signed by Customer.)

Date 01 / 23 / 2009 Associate's Name LOUISE WHITE  
 Banking Center Name Charlotte Loan Center Associate's Phone Number 704 . 317 . 4664  
 Concurring Associate's Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Please send to: **Retail Loan Services, Loan Maintenance**

Only if the Account needs to be maintained immediately, please fax this Agreement to the numbers listed below. Then send original to the listed mailcode.

- |               |   |                                  |   |                    |
|---------------|---|----------------------------------|---|--------------------|
| NC4-105-01-41 | - | NC, SC, GA, FL, VA, MD, TN, D.C. | - | Fax # 336.805.3266 |
| TX1-945-07-01 | - | TX                               | - | Fax # 214.978.1791 |
| MO1-801-02-49 | - | MO, IL, IA, KS, OK, AR, NM       | - | Fax # 888.490.4200 |
| CA9-701-03-01 | - | AZ, NV                           |   |                    |

# UNOFFICIAL COPY



## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008459844 SK  
STREET ADDRESS: 711 LAMON AVENUE  
CITY: WILMETTE COUNTY: COOK  
TAX NUMBER: 05-31-211-013-0000

**LEGAL DESCRIPTION:**

LOT 22 IN WILCREST MANOR UNIT 'D' A SUBDIVISION OF PART OF LOT 3 IN COUNTY CLERK'S DIVISION OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office