

# UNOFFICIAL COPY



Doc#: 0906822077 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/09/2009 11:11 AM Pg. 1 of 5

8390941 F1

**AFTER RECORDED RETURN TO:**  
Bank of America, N.A.  
ATTN: Construction  
9000 Southside Blvd., Ste. 700  
Jacksonville, FL 32256  
PARCEL NUMBER: 13354020380000  
LOAN NUMBER: 3000401152

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

## 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 ~~October 01, 2008~~, between **Paul E. Reimer, a single man and Stephen C. Brennan, a single man**, (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 **September 28, 2007**, in favor of **LaSalle Bank, NA**, and any addenda thereto, and any previous modification(s) thereof, said Note being in the original principal amount of **\$392,000.00**, said Security Instrument having been recorded in/under **Document Number 0728442154, recorded October 11, 2007** 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 address on the Security Instrument and Note be modified to read as follows: **3426 W Cortland Street, Chicago, IL 60647-4815**; 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.

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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.

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.

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EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ to be effective **October 01, 2008.**

*Paul E. Reimer* \_\_\_\_\_ 11-15-2008  
Paul E. Reimer Date

*Stephen C. Brennan* \_\_\_\_\_ 11-15-2008  
Stephen C. Brennan Date

STATE OF ILLINOIS, *Cook* County

I, *Lyle Schachter*, a Notary Public in and for said county and state, do hereby certify that **Paul E. Reimer and Stephen C. Brennan**, 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* day of *November*  
*L. Schachter*  
Notary Public

*Lyle Schachter*  
Printed Name  
My Commission Expires:

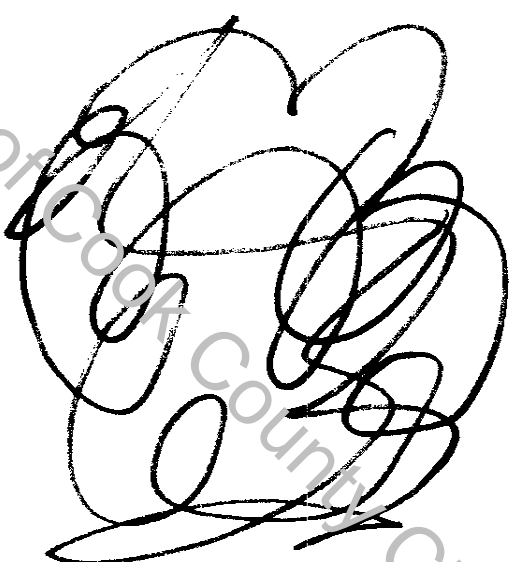


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## ATTACHMENT A

The address of the Property is modified to **3426 W Cortland Street, Chicago, IL 60647-4815.**

Property of Cook County Clerk's Office



(DoD) RA0240168 - modagr.x.bax (attachment a)

# UNOFFICIAL COPY

Loan No.: 3000401152

EXHIBIT "A"

Lot 31 and 32 in Block 4, in the subdivision of Blocks 4,5,6,7,8 and 9 in E. SIMONS Subdivision of the Southeast 1/4 of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

*PN: 13-35-402-038-0000*

(DoD) RA0240168 - exhibitA.ra - 04/25/2008

Property of Cook County Clerk's Office