

# UNOFFICIAL COPY



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Bank of America, N.A.  
Jacksonville - Credit Services  
Attn: Notice Desk  
FL9-100-03-15  
9000 Southside Blvd., 3rd Floor  
Jacksonville, FL 32256

Doc#: 0910317039 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/13/2009 01:37 PM Pg: 1 of 4

THIS DOCUMENT PREPARED BY:

Kelly Toner, Officer  
Bank of America, N.A.  
Jacksonville - Credit Services  
Attn: Notice Desk  
FL9-100-03-15  
9000 Southside Blvd., 3rd Floor  
Jacksonville, FL 32256

(Space Above This Line For Recorder's Use)

## MODIFICATION AGREEMENT (Mortgage)

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of March 31, 2009, by Michael E McGarry ("Mortgagor") and Bank of America, N.A. ("Mortgagee").

### Factual Background

A. Mortgagor executed a certain Mortgage (the "Mortgage") for the benefit of Mortgagee, dated December 26, 2001, and recorded on January 23, 2002, as Instrument Number 0020092757, Official Records of Cook County, State of Illinois. The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Mortgagee desire to amend the Mortgage as set forth below:

### Agreement

Therefore, Mortgagor and Mortgagee agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.

2. The Debt Instrument secured by the Mortgage is being modified to include the Indebtedness described hereinbelow. Accordingly, the definition of Indebtedness in the Mortgage is modified to include, in addition to the debt described therein, the following:

(a) Payment of all obligations of Michael E McGarry ("Obligor") to Mortgagee arising under the instrument(s) or agreement(s) described below (collectively, the "Debt Instrument"):

(i) a certain Loan Agreement between Obligor and Mortgagee, dated as of March 31, 2009, which provides for extensions of credit in a principal amount not exceeding Fifty Thousand Dollars and No Cents (\$50,000.00).

Ref #: 1000107266 : - Michael E McGarry  
Illinois Modification Agreement (Mortgage) 26708

SV  
11-10

# UNOFFICIAL COPY

(ii) This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety.

3. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

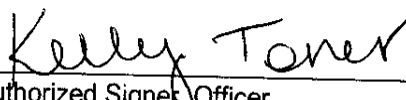
Michael E McGarry



Michael E McGarry

BANK OF AMERICA, N.A.

By:



Authorized Signer Officer

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

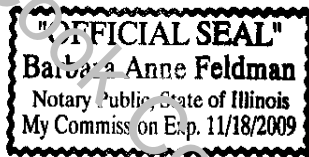
## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF McHenry ) SS.

I, Barbara Anne Feldman, a notary public in and for said County, in the State aforesaid, do hereby certify that Michael E. McGarry personally known to me to be the same person \_\_\_\_\_ whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 2nd day of April, 2009.

Barbara Anne Feldman  
Notary Public

Commission expires: 11-18-2009



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit A

Street Address of Property: 300 Busse Hwy, Park Ridge, IL 60068

Tax ID Number: 09-26-302-059-0000

THAT PART OF LOT 8 IN ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY AT A POINT 40.0 FEET NORTHWESTERLY OF THE NORTH LINE OF ELM STREET (AS MEASURED ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY); THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY A DISTANCE OF 100.0 FEET, TO THE SOUTHWESTERLY LINE OF BUSSE HIGHWAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF BUSSE HIGHWAY TO A POINT WHICH IS 225.07 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 8 (AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF BUSSE HIGHWAY); THENCE SOUTHWESTERLY A DISTANCE OF 115.53 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY WHICH IS 220.43 FEET SOUTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 8 (AS MEASURED ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY); THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.  
 TAX ID: 09-26-302-059-0000.

Cook County Clerk's Office