



Doc#: 0926415024 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/21/2009 11:22 AM Pg: 1 of 4

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bank of America, N.A.
St. Louis - Attn: GCF
MO1-800-08-11
800 Market Street
St. Louis, MO 63101

THIS DOCUMENT PREPARED BY:
Wendy L. Murphy, Document Administrator
Bank of America, N.A.
St. Louis - Attn: GCF
MO1-800-08-11
800 Market Street
St. Louis, MO 63101

(Space Above This Line For Recorder's Use)

**MODIFICATION AGREEMENT
(Mortgage)**

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of September 1, 2009, by Stanley O. Stawski ("Mortgagor") and Bank of America, N.A. as successor by merger to LaSalle Bank National Association ("Mortgagee").

Factual Background

A. Mortgagor executed a certain Mortgage, (the "Mortgage") for the benefit of Mortgagee, dated May 2, 2007, and recorded on August 2, 2007, as Instrument Number 0721403024, 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.

(a) Payment of all obligations of Stanley Stawski Distributing Co., Inc. ("Obligor") to Mortgagee arising under the instrument(s) or agreement(s) described below (collectively, the "Note"):

(i) a certain Loan Agreement between Obligor and Mortgagee, dated as of September 1, 2009, which provides for extensions of credit in a principal amount not exceeding Two Million Dollars and No Cents (\$2,000,000.00) bearing a Maturity Date of July 1, 2010.

(ii) This Mortgage also secures payment of all obligations of Obligor under the Note which arise after the Note is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor

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under any successor agreement or instrument which restates and supersedes the Note 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.

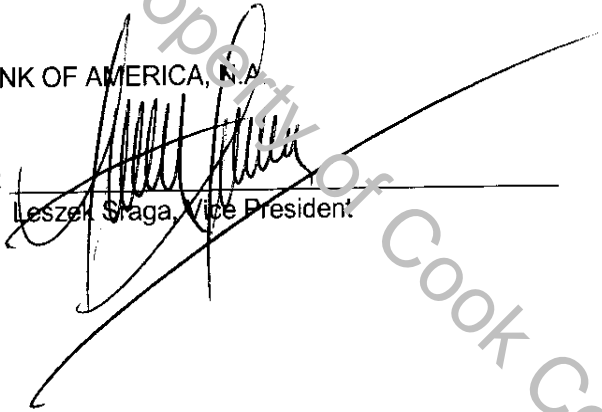
Stanley O. Stawski



Stanley O. Stawski

BANK OF AMERICA, N.A.

By:



Leszek Slaga, Vice President

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Mary F. Dillow, a notary public in and for said County, in the State aforesaid, do hereby certify that Stanley O. Stawoki personally known to me to be the same person — whose name — 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 13th day of Sept, 2009.

Mary F. Dillow
Notary Public

Commission expires: 10/06/2012



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Exhibit A

TAX ID Numbers: 14-32-115-015-0000 and 14-32-115-003-0000

Street Address of Property: 2015-2017 North Mendell Street, CHICAGO, IL 60614

PARCEL 1: LOT 9 AND ACCRETIONS THERETO IN THE SUBDIVISION OF LOT 3 IN BLOCK 16 IN SHEFFIELD'S ADDITION TO CHICAGO ALL IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PARCEL 2: ALSO: THAT PART OF LOT 1 AND ACCRETIONS THERETO IN BLOCK BIN QUENTIN'S SUBDIVISION OF BLOCK 22 AND LOTS 1 AND 2 OF SAID BLOCK 16 IN SHEFFIELD'S ADDITION TO CHICAGO, AFORESAID, IN SAID NORTHWEST QUARTER OF SECTION 32 LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: NOTE: THE SOUTHWESTERLY LINE OF SAID LOT IS ASSUMED AS "DUE NORTH-SOUTH" FOR THE FOLLOWING COURSES: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT: THENCE "DUE SOUTH" ON SAID SOUTHWESTERLY LINE, 133.20 FEET TO A FENCE LINE FOR THE PLACE OF BEGINNING; THENCE SOUTH 82 DEGREES, 46 MINUTES EAST ALONG SAID FENCE, 108.45 FEET TO THE WESTERLY LINE OF A ONE STORY BRICK BUILDING; THENCE SOUTH 7 DEGREES, 36 MINUTES WEST ALONG THE WESTERLY FACE OF SAID BUILDING, 27.90 FEET TO THE SOUTHWEST CORNER OF SAID BUILDING; THENCE SOUTH 82 DEGREES, 11 MINUTES EAST ALONG THE SOUTHERLY FACE OF SAID BUILDING AND ALONG SAID SOUTHERLY FACE EXTENDED EAST, 44.85 FEET TO A FENCE LINE; THENCE NORTH 7 DEGREES, 3 MINUTES EAST ALONG SAID FENCE, 24.20 FEET TO A FENCE CORNER; THENCE SOUTH 83 DEGREES, 45 MINUTES EAST ALONG SAID FENCE AND ITS EXTENSION TO THE EAST, 60 FEET (APPROX.) TO THE WATER'S EDGE AT THE WESTERLY SIDE OF THE NORTH BRANCH OF THE CHICAGO RIVER.

Cook County Clerk's Office