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1026715095

Doc#: 1026715095 Fee: \$48.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/24/2010 03:22 PM Pg: 1 of 6

Property of Cook County Clerk's Office

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bank of America, N.A.
Doc Retention - GFS #123047
MO1-800-08-11
800 Market Street
St. Louis, MO 63101

THIS DOCUMENT PREPARED BY:
Christopher Broyles, Document Administrator
Bank of America, N.A.
Global Client Services & Operations
MA6-535-02-016
1075 Main Street, 2nd Floor
Waltham, MA 02451

(Space Above This Line For Recorder's Use)

**MODIFICATION AGREEMENT
(Mortgage)**

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of August 30, 2010, by Lakeside Bank, as Trustee under Agreement dated April 2, 1997 and known as Trust No. 10-1837 ("Grantor") and LaSalle Bank National Association, now known as Bank of America, N.A. ("Lender").

-- 1 --

Illinois Modification Agreement (Mortgage) - Hillary Farrell
Ref #1000411785

GFS 123047

S y
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INT 12

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Factual Background

A. Grantor executed a certain Mortgage (the "Mortgage") for the benefit of Lender, dated March 9, 2005, and recorded on March 17, 2005, as Instrument Number 0507641094, Official Records of Cook County, State of Illinois. The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Grantor and Lender 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. One of the Promissory Notes secured by the Mortgage has changed or has been modified. Accordingly, the paragraph entitled "**CROSS-COLLATERALIZATION**" on page 2 of the Mortgage is hereby deleted in its entirety and shall be replaced with the following in lieu thereof:

CROSS-COLLATERALIZATION. This Mortgage secures the following described obligations (the "Secured Obligations") in any order of priority that Lender may choose:

(a) Payment of all obligations of Hilary Farrell ("Borrower") to Lender arising under the following instruments or agreements (collectively, the "Debt Instruments"):

(i) A certain Consolidated Loan Agreement dated as of August 27, 2010, between Borrower and Lender which provides for extensions of credit in a principal amount not exceeding Four Hundred Seventy-Seven Thousand Four Hundred Fifty-One and 91/100 Dollars (\$477,451.91).

(ii) A certain Promissory Note dated as of March 9, 2005, as may have been modified, extended, or amended, between Borrower and Lender which provides for extensions of credit in a principal amount not exceeding Seven Hundred Thousand and 00/100 Dollars (\$700,000.00).

(iii) This Mortgage also secures payment of all obligations of Borrower under either of the Debt Instruments which arise after either of the Debt Instruments are extended, renewed, modified or amended pursuant to any written agreement between Borrower and Lender, and all obligations of Borrower under any successor agreement or instrument which restates and supersedes either of the Debt Instruments in their entirety.

(iv) If any event of default occurs under any agreement in connection with any credit the Borrower has obtained from the Lender or any affiliate of the Lender, or which the Borrower or any of the Borrower's related entities or affiliates has guaranteed, the Bank will declare the Borrower in default, and then the entire debt outstanding under both of the Debt Instruments will automatically be due immediately.

(v) Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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3. The definition of Note has changed or been modified. The subparagraph entitled "Note" on page 12 of the Mortgage under the section entitled "DEFINITIONS" is hereby deleted in its entirety and shall be replaced with the following in lieu thereof:

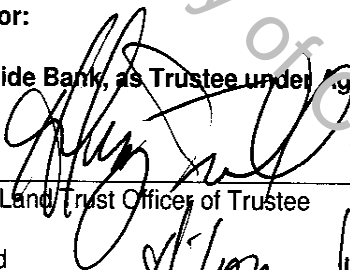
Debt Instruments. The words "Debt Instruments" will mean a certain Consolidated Loan Agreement dated as of August 27, 2010, between Borrower and Lender which provides for extensions of credit in a principal amount not exceeding Four Hundred Seventy-Seven Thousand Four Hundred Fifty-One and 91/100 Dollars (\$477,451.91) and a certain Promissory Note dated as of March 9, 2005, as may have been modified, extended, or amended, between Borrower and Lender which provides for extensions of credit in a principal amount not exceeding Seven Hundred Thousand and 00/100 Dollars (\$700,000.00).

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

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

Grantor:


Lakeside Bank, as Trustee under Agreement dated April 2, 1997 and known as Trust No. 10-1837

By: 
Land Trust Officer of Trustee

Printed Name: 

Lender:

LaSalle Bank National Association
now known as Bank of America, N.A.

By: 
James M. Phelan, Assistant Vice President

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Kelly L. Kampenga a notary public in and for said County, in the State aforesaid, do hereby certify that Hilary Farrell personally known to me to be the officer of Lakeside Bank, as Trustee under Agreement dated April 2, 1997 and known as Trust No. 10-1837, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 15th day in person and acknowledged that as such _____, they signed and delivered the said instrument for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the foregoing instrument, and in fact executed this instrument on behalf of Lakeside Bank, as Trustee under Agreement dated April 2, 1997 and known as Trust No. 10-1837.

Given under my hand and official seal this 15th day of September, 2010.

By: Kelly L. Kampenga
Notary Public

Commission expires: 07/31/2013



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Kelly L. Kampenga a notary public in and for said County, in the State aforesaid, do hereby certify that James M. Phelan, personally known to me to be an Assistant Vice President of Bank of America, N.A., a national association, and 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 as such Assistant Vice President, he signed and delivered the foregoing instrument as the free and voluntary act and deed of said national association for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of September, 2010.

By: Kelly L. Kampenga
Notary Public

Commission expires: 07/31/2013



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Exhibit A

Street Address of Property: 1500 West Division Street, Chicago, IL 60622

Tax ID Number: 17-05-116-099-0000

Legal Description

Lot 21 in Echols & Dickson's subdivision of Block 12 in Canal Trustee's Subdivision in the West Half of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Property of Cook County Clerk's Office