Doc#: 1029319065 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 10/20/2010 01:25 PM Pg: 1 of 4

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

THIS DCCLMENT PREPARED BY:
Jonathan Dana Document Administrator
Bank of America, N.A.
St. Louis - Credit Services
Attn: Notice Desk
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) (Mo lification Agreement") is made as of August 27, 2010, by George S. Bellas and Peter C. Wachowski ("Mortgager") and Bank of America, N.A. ("Mortgagee").

Factual Background

- A. Mortgagor executed a certain Mortgage (the "Mortgage") for the benefit of Mortgagee, dated April 30, 2004, and recorded on May 19, 2004, as Instrument Number 04, 4026263, 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. Mortgagee is sometimes referred to herein as "Lender" and Mortgagor is sometimes referred to herein as "Grantor".
 - 2. Lender and Grantor hereby modify the Mortgage as follows:
 - (a) The Indebtedness secured by the Mortgage has changed or has been modified. Accordingly, the definition of "Note" in the Mortgage is hereby modified to read as follows in its entirety:
 - (i) The word "Note" means that certain Consoldiated Loan Agreement between Grantor and Lender, dated as of August 27, 2010, which provides for extensions of credit

Illinois Modification Agreement (Mortgage)

St 27, 2010, Which provides for extensions of ch

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in a principal amount not exceeding Two Hundred Fourteen Thousand Nine Hundred Ninety Dollars and One Cents (\$214,990.01), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the agreement.

- (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 direct.

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

George Sapellas

George S. Bellas

Peter C. Wachowski,

Peter C. Wachowski

BANK OF AMERICA, N.A.

Suzanne M. Stafford, Vice President

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF
I, MALGORZATA BUREATHOUSKA a notary public in and for said County, in
the State aforesaid, do hereby certify that GEORGE BELLY 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 gaid instrument as free and voluntary act, for the uses and purposes therein set form.
Given under my nand and official seal this day of day of 20
delivered the gaid instrument as free and voluntary act, for the uses and purposes therein set form. Given under my nand and official seal this day of
The state of the s
STATE OF ILLINOIS
COUNTY OF COOK
1, MALGORZATA BURSH OVISKA, a notary public in and for said County, in
the State aforesaid, do hereby certify that TETR C WALHOVEK personally known to me
to be the same person whose name subscribed to the foregoing instrument,
appeared before me this day in person and acknowledger that he signed, sealed and
delivered the said instrument as free and voluntary act, for the uses and purposes thereit set both.
Given under my hand and official seal this day of
MULLO 170th FUNDO CONDE AND AREA TO CAN TO A
Notary Public Pu
Given under my hand and official seal this day of
The state of the s
STATE OF ILLINOIS
COUNTY OF COOK) SS.
, Kelly L. Kampenga, a notary public in and for said County, in
the State aforesaid, do hereby certify that Suzame Stafford 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 thatshe signed, sealed and
delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal this 8th day of OCHOOLY, 20 10
Notary Public D7 31 2013
Commission expires: 07/31/20/3
Dominion or production of the second

"OFFICIAL SEAL"

KELLY L KAMPENGA

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES JULY 31, 2013

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Exhibit A

Street Address of Property: 15 North Northwest Highway, Park Ridge, IL 60068

Tax ID Number: 09-26-425-034-0000

The Southeasterly 25 Feet of Lot 6 in Block 6 in Penny and Roots Subdivision of Blocks 6 and 7 in Penny and Meacham's Subdivision of the Southeast 1/4 of Section 26, Townshup 41, North, Range 12, East of n's concipal h.

Cook County Clerk's Office the Third Principal Meridian, in Cook County, Illinois.