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Cook County Recorder of Deeds  
Date: 06/10/2011 11:27 AM Pg: 1 of 5

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Bank of America, N.A.  
St. Louis - Credit Services  
Document Retention - GFS #289831  
MO1-800-08-11  
800 Market Street  
St. Louis, MO 63101

THIS DOCUMENT PREPARED BY:

Christopher Broyles, Document Administrator  
Bank of America, N.A.  
St. Louis - Credit Services  
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 April 3, 2011, by Infinity Auto, Inc. ("Grantor"), and Bank of America, N.A., formerly known as LaSalle Bank National Association ("Lender").

### Factual Background

A. Grantor executed a certain Mortgage (the "Mortgage") for the benefit of Lender, dated March 2, 2005, and recorded on March 4, 2005, as Instrument Number 0506341056, in the 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.

Illinois Modification Agreement (Mortgage) - Infinity Auto, Inc.  
Ref #1000553492

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## Agreement

Therefore, Grantor and Lender agree as follows:

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

2. Additional credit that has been extended to the Borrower from Lender will now be secured as a future advance by the Mortgage. Therefore, the paragraph entitled "**MAXIMUM LIEN**" on Page One (1) of the Mortgage is hereby deleted in its entirety and shall be replaced with the following in lieu thereof:

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed Five Hundred Ninety-Nine Thousand Dollars and Zero Cents (**\$599,000.00**).

3. The definition of Note has changed or been modified. Therefore, the subparagraph entitled "Note" on Page Twelve (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:

**Note.** The word "Note" means the following whether one or more than one (the "Note"): a) that certain Promissory Note dated March 2, 2005, in the original principal amount of Two Hundred Forty-Nine Thousand Five Hundred Dollars and No Cents (**\$249,500.00**) from Borrower to Lender (the "Promissory Note"); and, b) that certain Line of Credit Loan Agreement dated April 27, 2010, in the original principal amount of Fifty Thousand Dollars and No Cents (**\$50,000.00**) from Borrower to Lender (the "Line of Credit Loan Agreement"), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for either the Promissory Note or the Line of Credit Loan Agreement.

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:**

**Infinity Auto, Inc.**

By: \_\_\_\_\_

Jose L. Avila, President

**Lender:**

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

By: \_\_\_\_\_

Thad W. Vanhiel, Vice President

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## ACKNOWLEDGMENT

**GRANTOR:**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, MARIA SANTIAGO, a notary public in and for said County, in the State aforesaid, do hereby certify that Jose L. Vila, personally known to me to be the President of Infinity Auto, Inc., an Illinois corporation, 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 President and acting in that capacity, he signed and delivered the said instrument as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 27 day of MAY, 2011.

By: [Signature]  
Notary Public

Commission expires: 3-16-13



PROPERTY OF COOK County Clerk's Office

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## ACKNOWLEDGMENT

**LENDER:**

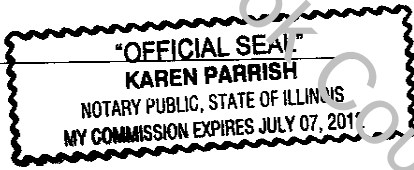
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, KAREN PARRISH, a notary public in and for said County, in the State aforesaid, do hereby certify that Thad W. Vanhiel, personally known to me to be a Vice President of Bank of America, N.A., formerly known as LaSalle Bank National Association, a national banking 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 Vice President and acting in that capacity, he signed and delivered the foregoing instrument as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

Given under my hand and official seal this 11 day of MAY, 2011.

By: Karen Parrish  
Notary Public

Commission expires: \_\_\_\_\_



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## Exhibit A

Street Address of Property: 2509-2511 North Pulaski Road, Chicago, IL 60639

### Legal Description

Lots 24 and 25 in Block 20 in Pennock in the Southwest quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded November 07, 1883 as Document 506320, in Cook County, Illinois.

AND BEING the same property conveyed to Infinity Auto, Inc. from North Star Trust Company, Successor Trustee to Banco Popular North America, under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a Trust Agreement dated the 20th day of September, 1995 and known as Trust Number 26072 by Trustee's Deed dated January 08, 2003 and recorded March 13, 2003 in Instrument No. 0030349398.

Tax ID Numbers: 13-26-315-016-0000 and 13-26-315-017-0000