



Doc#: 1117115013 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/20/2011 11:01 AM Pg: 1 of 5

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bank of America, N.A.
Farmington - Credit Services
Attn: Notice Desk
CT2-515-BB-11
P.O. Box 5080
Hartford, CT 06102

THIS DOCUMENT PREPARED BY:
Darrell Ashmanskas, Document Administrator
Bank of America
Doc Retention - GC 216069
Mailcode: CT2-515-BB-03
70 Batterson Park Road
Farmington, CT 06032

(Space Above This Line For Recorder's Use)

MODIFICATION AGREEMENT - Mortgage

This Modification Agreement - Mortgage ("Modification Agreement") is made as of May 1, 2011, by Stanley O. Stawski ("Grantor") and Bank of America, N.A. ("Lender").

Factual Background

A. Grantor executed a certain Mortgage (the "Mortgage") for the benefit of Lender, dated May 7, 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. Grantor and Lender desire to amend the Mortgage as set forth below.

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. 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:

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The word "Note" means:

- (i) A certain Loan Agreement dated as of September 1, 2009, between STANLEY STAWSKI DISTRIBUTING CO., INC. and Lender, which provided for extensions of credit in a principal amount not exceeding Two Million and 00/100 Dollars (\$2,000,000.00), which Loan Agreement was later amended by that certain Loan Modification Agreement dated May 1, 2011, which Loan Modification Agreement provides for extensions of credit in a principal amount not exceeding Six Hundred Fifty Thousand and 00/100 Dollars (**\$650,000.00**), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.
- (ii) A certain Loan Agreement dated as of May 1, 2011, between STANLEY STAWSKI DISTRIBUTING CO., INC. and Lender, which provided for extensions of credit in a principal amount not exceeding Six Hundred Thirty-Seven Thousand Seven Hundred Eighty-Nine and 75/100 Dollars (**\$637,789.75**) together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

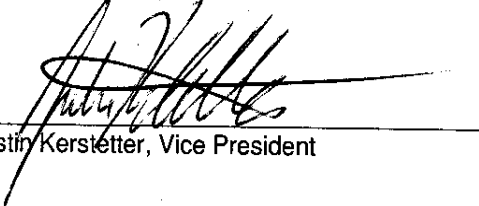
IN WITNESS WHEREOF, Grantor and Lender have executed this Modification Agreement as of the date first above written.

Stanley O. Stawski



Stanley O. Stawski

BANK OF AMERICA, N.A.

By: 
Justin Kerstetter, Vice President

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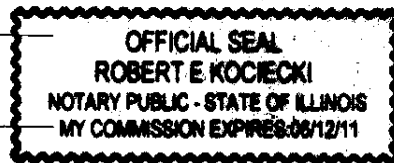
ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF McHENRY) SS.

I, ROBERT KOCIECKI, a notary public in and for said County, in the State aforesaid, do hereby certify that STANLEY Q STAWSKI 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 free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 6th day of JUNE, 20 11.

Robert Kociecki
Notary Public

Commission expires: JUNE 12, 2011



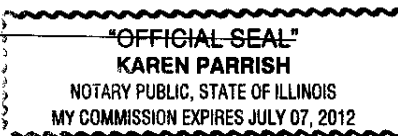
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, KAREN PARRISH a notary public in and for said County, in the State aforesaid, do hereby certify that JUSTIN KERSTETTER personally known to me to be the VICE President of BANK OF AMERICA, a corporation, and Justin Kerstetter personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE President and Justin Kerstetter Secretary, they signed and delivered the said instrument and caused the corporation seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and 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 8 day of JUNE, 20 11

Karen Parrish
Notary Public

Commission expires:



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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.

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Lending Database
Program**

Certificate of Exemption

Report Mortgage Fraud
800-532-8785The property identified as: **PIN: 14-32-115-003-0000****Address:****Street:** 2017 N. Mendell Street**Street line 2:****City:** Chicago**State:** IL**ZIP Code:** 60614**Lender:** Bank of America, N.A.**Borrower:** STANLEY STAWSKI DISTRIBUTING CO., INC.**Loan / Mortgage Amount:** \$1,343,477.75

This property is located within the program area and is exempt from the requirements of 735 ILCS 77170 et seq. because it is commercial property.

Certificate number: 7D791652-FE58-458A-8D99-E9FA885BA2B4**Execution date:** 02/15/2011