



Doc#: 1122319092 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/11/2011 01:33 PM Pg: 1 of 5

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bank of America, N.A.
Doc Retention - GCF
MO1-800-08-11
800 Market Street, 8th Floor
St. Louis, MO 63101-2510

THIS DOCUMENT PREPARED BY:

Bank of America, N.A.
Doc Retention - GCF
MO1-800-08-11
800 Market Street, 8th Floor
St. Louis, MO 63101-2510

(Space Above This Line For Recorder's Use)

**MODIFICATION AGREEMENT
(Mortgage)**

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of August 2, 2011, by Michael E. McGarry ("Mortgagor") and Bank of America, N.A. ("Mortgagee").

Factual Background

A. Mortgagor executed a certain Mortgage (the "Mortgage") for the benefit of Mortgagee, dated December 26, 2001, and recorded on January 23, 2002, as Document Number 0020092757, with the Cook County Recorder of Deeds, State of Illinois. As further amended by that Modification Agreement dated March 31, 2009 and recorded April 13, 2009, as Document Number 09103317039 with the Cook County Recorder of Deeds, State of Illinois. The Mortgage encumbers the real property known as 300 Busse Highway, Park Ridge, IL 60068 and 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. The Debt Instrument secured by the Mortgage has changed or has been modified. 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:

(i) The word "Note" means that certain Loan Agreement between Grantor and Lender, dated as of August 2, 2011, which provides for extensions of credit in a principal amount not exceeding Two Hundred Twenty Thousand Nine Hundred Thirteen Dollars and Twenty-Nine Cents (\$220,913.29), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the agreement.

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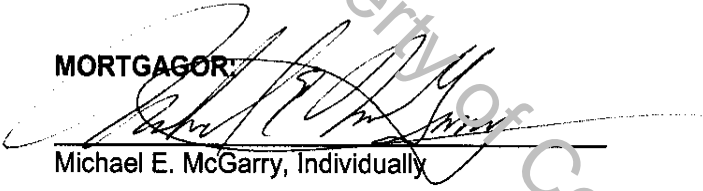
(ii) This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety.

(b) The Debt Instrument secured by the Mortgage has changed or has been modified. Accordingly, the paragraph entitled **TAX AND INSURANCE RESERVES** of the Mortgage is hereby deleted in its entirety.

4. 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.

MORTGAGOR:


Michael E. McGarry, Individually

BANK OF AMERICA, N.A.

By: Alpha Meyers
Authorized Signer *Officer*
Alpha Meyers

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF cook) SS.

I, Paul Joseph, a notary public in and for said County, in the State aforesaid, do hereby certify that Michael E. McGarry 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 cknowledged that he signed, sealed and delivered the said instrument as of his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of August, 2011.

Paul Joseph
Notary Public

Commission expires: 5/04/2014



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ACKNOWLEDGMENT

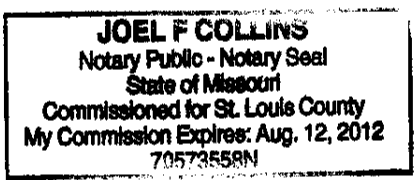
STATE OF Missouri)
COUNTY OF St Louis) SS.

I, Joel Collins, a notary public in and for said County, in the State aforesaid, do hereby certify that Alpha Meyers, on behalf of Bank of America, N.A. as an authorized officer, 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/she signed, sealed and delivered the said instrument as of his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 05 day of August, 2011.

Joel Collins
Notary Public

Commission expires: August 12, 2012



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Exhibit A

Legal Description

THAT PART OF LOT 8 IN ASSESSOR'S DIVISION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY AT A POINT 40.0 FEET NORTHWESTERLY OF THE NORTH LINE OF ELM STREET (AS MEASURED ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY); THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY A DISTANCE OF 100.0 FEET, TO THE SOUTHWESTERLY LINE OF BUSSE HIGHWAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF BUSSE HIGHWAY TO A POINT WHICH IS 225.07 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 8 (AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF BUSSE HIGHWAY); THENCE SOUTHWESTERLY A DISTANCE OF 115.53 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY WHICH IS 220.43 FEET SOUTHEASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 8 (AS MEASURED ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY); THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

• **Street Address of Property:** 300 Busse Highway, Park Ridge, IL 60068-3251

Tax ID Number: 09-26-302-059