



Doc#: 1227015002 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/26/2012 08:30 AM Pg: 1 of 4

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Bank of America, N.A.  
Document Retention  
MO1-800-08-11  
800 Market Street, 8<sup>th</sup> Floor  
St. Louis, MO 63101-2510

THIS DOCUMENT PREPARED BY:  
Randy Gathright, Assistant Vice President  
Bank of America, N.A.  
MA6-535-02-09  
1075 Main St.  
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 1, 2012, by Will H. Davis, Jr. a/k/a Will H. Davis ("Mortgagor") and Bank of America, N.A., successor by merger to LaSalle Bank National Association ("Mortgagee").

**Factual Background**

A. Mortgagor executed a certain Mortgage (the "Mortgage") for the benefit of Mortgagee, dated January 31, 2006, and recorded on April 26, 2006, as Instrument Number 0611612074, 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:

2.1 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:

"Note". The word, "Note" means the promissory note dated January 31, 2006, in the original principal amount of One Hundred Thousand Dollars and No Cents (\$100,000.00) from Grantor to Lender, together with interest at Lender's Prime Rate plus 3.00 percentage point(s), as Prime Rate is defined in the promissory note, and all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitution for the promissory note or agreement. The maturity date of the Note is August 1, 2013, except as may

S Y  
P Y  
S N  
M N  
SC Y  
E Y  
INT Y

Will H. Davis, Jr.  
Illinois Modification Agreement (Mortgage)

810322

# UNOFFICIAL COPY

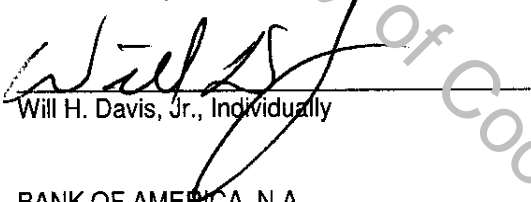
be accelerated pursuant to the terms of the Note, the Related Documents, or hereof; provided, that to the extent that the maturity date is extended, amended or modified from time to time under the Note or any related document, the maturity date hereunder shall also be so extended, amended or modified, but in no circumstances will this Mortgage secure the indebtedness beyond 20 years from the maturity date set forth unless this Mortgage is modified to reflect a new maturity date.

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

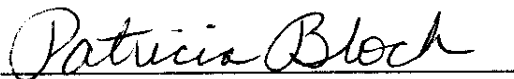
4. Notwithstanding anything to the contrary contained herein, in no way shall the addition of the maturity dates and interest rates to the Mortgage adversely affect the priority or validity of the Mortgage, and the parties hereto agree that said additional terms shall be effective as of the original date of the Mortgage.

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

**Will H. Davis, Jr.**

  
\_\_\_\_\_  
Will H. Davis, Jr., Individually

BANK OF AMERICA, N.A.

By:   
\_\_\_\_\_  
Patricia Block, Assistant Vice President

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Petra M. Laboy, a notary public in and for said County, in the State aforesaid, do hereby certify that Will H. Davis, Jr. 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 Will H. Davis, Jr. signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17 day of September, 2012.

Petra M. Laboy  
Notary Public  
Commission expires: 12-8-2014

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 Patricia Block, Assistant Vice President of Bank of America, N.A., a national association 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 Patricia Block signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 19 day of September, 2012.

Kelly L. Kampenga  
Notary Public  
Commission expires: 07/31/2013



# UNOFFICIAL COPY

## Exhibit A

Street Address of Property: 2757 East 79th Street, Chicago, IL 60649

Lot 2 in Rohrer's Subdivision of Block 5 in the Circuit Court Partition of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to Will H. Davis from Norwest Bank, Minnesota, N.A. as trustee under that certain pool & SERV AGR dated as of December 01, 1997 for Southern Pacific Secured Assets Corp., MTG Loan Ass-BKO Pass-thru Cert Series, 1997-4 by Special Warranty Deed dated October 26, 2000 and recorded November 06, 2000 in Instrument No. 00873751.

Tax Parcel No. 21-31-107-007-0000