

# UNOFFICIAL COPY



1236619055

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WHEN RECORDED MAIL TO:

Doc#: 1236619055 Fee: \$46.25  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/31/2012 01:03 PM Pg: 1 of 4

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

THIS DOCUMENT PREPARED BY:  
Valerie D. Thomas, 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) ("Modification Agreement") is made as of October 31, 2012, by Robert A. Katz and Kathleen Jamieson-Katz, Husband and Wife ("Mortgagor") and Bank of America, N.A. ("Mortgagee").

### Factual Background

A. Mortgagor executed a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") for the benefit of Mortgagee, dated April 26, 2011, and recorded on May 26, 2011, as Instrument Number 1114619042, 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.

2. The Debt Instrument secured by the Mortgage has changed or has been modified. Accordingly, Paragraph 2.1(a) of the Mortgage which describes the Debt Instrument is hereby modified to read as follows in its entirety:

(a) Payment of all obligations of RK Restaurant Group Inc. ("Obligor") to Mortgagee arising under the instrument(s) or agreement(s) described below (collectively, the "Debt Instrument"):

903321-93

Ref #: 1001044531 : - RK Restaurant Group Inc.  
Illinois Modification Agreement (Mortgage)

S 4  
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M N  
SC 4  
E 4  
INT 10

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(i) a certain Loan Agreement between Obligor and Mortgagee, dated as of April 26, 2011 and amended as of October 31, 2012, which provides for extensions of credit in a principal amount not exceeding One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00 (the "Loan").

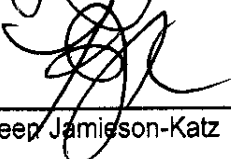
The maturity date of the Loan is July 26, 2014, except as may be accelerated pursuant to the terms of the Debt Instrument(s) or hereof; provided, that to the extent that the maturity date of the Loan is extended, amended or modified from time to time under the Debt Instrument(s) or any related document, the maturity date hereunder shall also be so extended, amended or modified, but in no circumstances will this Mortgage secure the Loan beyond 20 years from the maturity date set forth above unless this Mortgage is modified to reflect a new maturity date. The Loan shall bear interest from time to time at a fixed rate of interest equal to 5.61% per annum. The default rate with respect to the Loan is a rate which is 6.0 percentage point(s) higher than the otherwise applicable rate of interest as provided above.

(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.

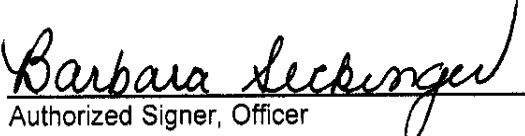
3. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

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

  
\_\_\_\_\_  
Robert A. Katz

  
\_\_\_\_\_  
Kathleen Jamieson-Katz

BANK OF AMERICA, N.A.

By:   
\_\_\_\_\_  
Authorized Signer, Officer

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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS.

I, Barbara Seckinger, a notary public in and for said County, in the State aforesaid, do hereby certify that Robert A Katz & Kathleen Jamieson Kady personally known to me to be the same person (s) whose name (s) 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        free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 31<sup>st</sup> day of October, 2012



Barbara A Seckinger  
Notary Public  
Commission expires: 1/23/2014

STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS.

I, Erica Cardenas, a notary public in and for said County, in the State aforesaid, do hereby certify that Barbara Seckinger 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 She 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 31 day of October, 20  .

Erica Cardenas  
Notary Public  
Commission expires: August 21, 2016



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## Exhibit A

Street Address of Property: 3531 N Hamilton, Chicago, IL 60618

PIN: 14-19-305-014-0000

IN THE COUNTY OF COOK STATE OF ILLINOIS: LOT 26 AND THE SOUTH 4 FEET OF LOT 27 IN BLOCK 30, IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIAL MERIDIAN, EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office