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WHEN RECORDED MAIL TO:

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

Doc#: 1302219048 Fee: \$46.25  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/22/2013 10:22 AM Pg: 1 of 4

THIS DOCUMENT PREPARED BY:  
Christopher Sheanon, Assistant Vice President  
Bank of America, N.A.  
1075 Main Street, 2<sup>nd</sup> Floor  
Waltham, MA 02451

(Space Above This Line For Recorder's Use)

## MODIFICATION AGREEMENT (Mortgage)

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of January 2, 2013, by Luke Thomas ("Mortgagor") and Bank of America, N.A. ("Mortgagee").

### Factua Background

A. Mortgagor executed a certain Mortgage (the "Mortgage") for the benefit of Mortgagee, dated November 15, 2006, and recorded on February 2, 2007, as Instrument Number 0703304049, 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 Deed of Trust. Beneficiary is sometimes referred to herein as "Lender" and Trustor is sometimes referred to herein as "Grantor".

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:

The word "Note" means the promissory note dated November 15, 2006 in the original principal amount of Two Hundred Forty-Three Thousand Eight Hundred Forty-Eight and Twenty-Nine Cents (\$243,848.29) from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

GFS # 964926

S Yes  
P H  
S N  
M N  
SC Yes  
E Yes  
INT Yes

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The maturity date of the Loan is June 15, 2013 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 Mortgagee's Prime Rate plus 3.0 percentage point(s). 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.

The Prime Rate is the rate of interest publicly announced from time to time by Mortgagee as its Prime Rate. The Prime Rate is set by Mortgagee based on various factors, including Mortgagee's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans. Mortgagee may price loans to its customers at, above, or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in Mortgagee's Prime Rate.


(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.

  
Luke Thomas

BANK OF AMERICA, N.A.

By:   
Suzanne Stafford, vice President

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## ACKNOWLEDGMENT

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 Luke Thomas 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 \_\_\_\_\_ 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 14 day of January, 2013.

Kelly L. Kampenga  
Notary Public

Commission expires: 07/31/2013



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 Suzanne Stafford personally known to me to be the Vice President of Bank of America, a \_\_\_\_\_ corporation, and \_\_\_\_\_ 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 \_\_\_\_\_ 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 14 day of January, 2013.

Kelly L. Kampenga  
Notary Public

Commission expires: 07/31/2013



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## Exhibit A

Street Address of Property: 8020 South Martin Luther King Drive, Chicago, IL 60617

PIN: 20-B4-111-020-0000 and 20-34-111-021-0000

Lots 5 and 6 in Lee Brothers Subdivision of Block 12, in Webster's Subdivision of Northwest quarter of Section 34, township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.