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Doc#: 1302219095 Fee: \$48.25
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/22/2013 02:04 PM Pg: 1 of 5

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bank of America, N.A.
Doc Retention - GFS #970150
MO1-800-09-11
800 Market Street, 8th Floor
St. Louis, MO 63101-2510

THIS DOCUMENT PREPARED BY:

Bank of America, N.A.
Commercial Credit Fulfillment & Operations
Attn: Christopher Broyles
MA6-535-02-09
1075 Main Street, 2nd Floor
Waltham, MA 02451
Phone: 1 (781) 788-2155

(Space Above This Line For Recorder's Use)

MODIFICATION AGREEMENT (Mortgage)

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of December 15, 2012, by THX Ronnie, LLC, an Illinois limited liability company ("Mortgagor") and LaSalle Bank National Association, now known as Bank of America, N.A., a national banking association ("Mortgagee").

Factual Background

A. Mortgagor executed a certain Mortgage (the "Mortgage") for the benefit of Mortgagee, dated December 15, 2005, and recorded on January 3, 2006, as Instrument Number 060216020; 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".

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Illinois Modification Agreement (Mortgage) - THX Ronnie, LLC
Ref #1001095446

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2. 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 that certain Promissory Note dated December 15, 2005, in the original principal amount of Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00) from Grantor to Lender (the "Note"), as amended by (i) a certain Loan Modification Agreement dated December 15, 2010 (the "Loan Modification Agreement No. 1"), further amended by (ii) a certain Loan Modification Agreement dated December 27, 2011 (the "Loan Modification Agreement No. 2"), and further amended by (iii) a certain Loan Modification Agreement dated December 15, 2012 (the "Loan Modification Agreement No. 3"), together with interest at Lender's Prime Rate plus 3.000 percentage points as defined in the Loan Modification Agreement No. 1, and all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note. The maturity date of the Note is June 6, 2013, except as may 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 above 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.

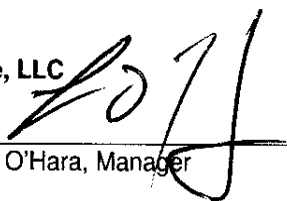
IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

Mortgagor:

THX Ronnie, LLC

By: _____

Les P. O'Hara, Manager



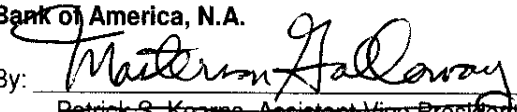
Mortgagee:

Bank of America, N.A.

By: _____

Patrick S. Kearns, Assistant Vice President

Masteron Galloway, Officer



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ACKNOWLEDGMENT

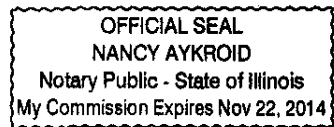
STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Nancy Aykroid, a notary public in and for said County, in the State aforesaid, do hereby certify that Les P. O'Hara, personally known to me to be the Manager of THX Ronnie, LLC, an Illinois limited liability company, and 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 as such Manager and acting in that capacity, he signed and delivered the said instrument as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of January, 2013.

By: Nancy Aykroid
Notary Public

Commission expires: 11/22/14



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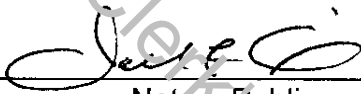
Acknowledgment

(Representative Capacity)

State of Missouri)
) ss:
County of St Louis)

On this 15 day of January, 2013, before me, a Notary Public in and for said County and State, personally appeared master son to me personally known, who being Galloway duly sworn (or affirmed), did say (na) said individual is the officer of Bank of America, a Corporation, and that said instrument was signed on behalf of said Corporation by authority of its officer, and said person acknowledged instrument to be the free act and deed of said officer

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



Notary Public

My Commission Expires: August 12 2016

JOEL F. COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: Aug. 12, 2016
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Exhibit "A"

Street Address of Property: 975 Rohlwing Road, Rolling Meadows, IL 60008

PIN: 02234010150000

Legal Description

Property located in Cook, IL

The South 101.0 feet of the East 215.64 feet of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to THX Ronnie, LLC from Phoenix Bond & Indemnity Company, a corporation by Special Warranty Deed dated December 15, 2005 and recorded January 03, 2006 in Instrument No. 0600346019.

Tax Parcel No. 02234010150000