



Doc#: 1303915004 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2013 08:54 AM Pg: 1 of 4

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bank of America, N.A.
MAILCODE: IL4-135-11-24
Attn: Patrick Kearns
135 S. LaSalle Street, Suite 1125
Chicago, IL 60603

THIS DOCUMENT PREPARED BY:
Lisa Schild, Paralegal and Assistant Vice President
Bank of America, N.A.
135 S. LaSalle Street, Suite 1125
Chicago, IL 60603

(Space Above This Line For Recorder's Use)

**MODIFICATION AGREEMENT
(Assignment of Rents)**

This Modification Agreement ("Modification Agreement") is made as of January 10, 2013 by Chicago Title Land Trust Company, as successor Trustee U/T/A dated September 25, 2003 known as Trust No. 131794 ("Grantor") and Bank of America, N.A. successor by merger, to LaSalle Bank National Association ("Lender")

Factual Background

A. LaSalle Bank National Association (the "Prior Grantor") executed a certain Assignment of Rents (the "Assignment of Rents") for the benefit of Lender, dated October 9, 2003 and recorded on October 14, 2003 as Instrument Number 0328739217, Official Records of Cook County, State of Illinois. The Assignment of Rents assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title and interest in and to the Rents from the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Grantor and Lender desire to amend the Assignment of Rents as set forth below.

Agreement

Therefore, Grantor and Lender agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Assignment of Rents.

2. The Indebtedness secured by the Assignment of Rents has changed or has been modified. Accordingly, the definition of "Note" in the Assignment of Rents is hereby modified to read as follows in its entirety:

GFS 96517F

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SC	y
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"Note". The word "Note" means that certain promissory note dated October 9, 2003 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) from Borrower (as defined in the "Note") to Lender, together with together with interest at the Lender's Prime Rate plus 3.00 percentage point(s) as is defined in the promissory note, and all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The default rate with respect to the Note is a rate which is six (6.00%) percentage point(s) higher than the otherwise applicable rate of interest as provided above. The maturity date of the Note is July 9, 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 Assignment of Rents 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 set forth in the Assignment of Rents adversely affect the priority or validity of the Assignment of Rents, and the parties hereto agree that said additional terms shall be effective as of the original date of the Assignment of Rents.

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

GRANTOR:

CHICAGO TITLE LAND TRUST
COMPANY, as successor Trustee U/T/A
dated September 25, 2003
known as Trust No. 131794

By: Nancy A. Carlin
Not Personally but as Trustee

LENDER:

BANK OF AMERICA, N.A.

By: Patrick S. Kearns
Patrick Kearns, Assistant Vice President

Printed Name: Nancy A. Carlin

Title: Trust Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned a notary public in and for said County, in the State aforesaid, do hereby certify that Nancy A Carlin personally known to me to be (an, a, or the) Trust Officer Chicago Title Land Trust Company and personally known to me to be the same person whose name is subscribed in and who executed the foregoing instrument on behalf of Chicago Title Land Trust Company appeared before me this day and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of January, 2013.



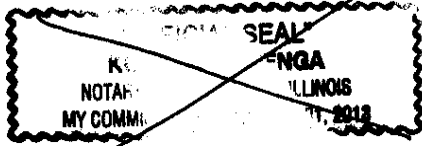
Lidia Marinca
Notary Public

Commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kelly L. Kampenga, a notary public in and for said County, in the State aforesaid, do hereby certify that Patrick Kearns personally known to me to be an Assistant Vice President of Bank of America, N.A., a national banking association, and personally known to me to be the same person whose name is subscribed in and who executed the foregoing instrument on behalf of said national banking association appeared before me this day and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 1 day of ^{February} ~~January~~, 2013.



Kelly L. Kampenga
Notary Public

Commission expires: 07/31/2013



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EXHIBIT A

LOTS 3, 4, 5 AND 6 IN BLOCK 2 OF GAGE AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Street Address of Property: 907 WEST 35TH STREET, CHICAGO, ILLINOIS 60609

PIN: 17-32-403-010-0000, 17-32-403-011-0000, 17-32-403-012-0000, 17-32-403-013-0000

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