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This document prepared by and after recording return to:

Donald A. Cole Bryan Cave LLP 161 N. Clark Street, Suite 4300 Chicago, IL 60601

STATE OF ILLINOIS )

COUNTY OF COOK )

SS.

Doc#: 1307139091 Fee: \$50.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 03/12/2013 02:26 PM Pg: 1 of 7

# AFFIDAVIT OF GREGORY P. LARSEN REGARDING TERMS OF NOTE SECURED BY MORTGAGE

The undersigned GREGORY P. LARSEN, being duly sworn under oath, deposes and states as follows:

- 1. I am over the age of eig'iteer and have personal knowledge of the facts contained herein.
- 2. I am a Vice President of BANK OF AMERICA, N.A., a Delaware corporation. I am authorized to deliver this Affidavit on behalf of Bank of America, N.A.
- 3. Bank of America, N.A., as successor by merger to LaSalle Bank National Association, is the Secured Party under that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 16, 2005, and recorded with the Cook County Recorder of Deeds on November 21, 2005, as Document No. 0532543250 (the "Mortgage"), with respect to certain Property including the real estate described on Exhibit A attached hereto.
- 4. Bank of America, N.A., as successor by merger to LaSalle Bank National Association, is the Lender under the "Note" defined in Section A of the Mortgage and secured thereby.

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5.	The Note has been modified by that certain First Amendment of Loan Documents
dated Decemb	er 1, 2010 (the "Modification").

6.	The Principal balance under the Note, as modified by the Mod	ification, is	s Three
Hundred Ninet	ety-Eight Thousand Dollars (\$398,000).		

	7.	The Maturity Date of the Note, as modified by the Modification, is December 1,
2012.		
	0.	Fine interest rate under the Note, as modified by the Modification, is equal to the

daily British Bankers Association LIBOR Rate plus Four Hundred Fifty (450) basis points per annum.

AFFIANT FURTHER SAYETH NOT.

Dated this day of	
	Gregory P. Laisen
SUBSCRIBED and SWORN to before me this day of	
Notary Public	$O_{\mathcal{E}}$

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF PROPERTY

LOTS 1 TO 6, INCLUSIVE, IN FLORENCE SUBDIVISION OF LOTS 19 TO 22 AND LOTS 33 TO 36, A SUBDIVISION OF THE NORTH 3.79 CHAINS OF BLOCK 2 AND SUBDIVISION BY THE EXECUTORS OF ELIJAH E. HUBBARD OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEKIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4301 S. Ellis Avenue, Chicago, Illinois 60653. ON NG.

OF COOK COUNTY CLOTH'S OFFICE

TAX IDENTIFICATION NO.: 20-02-302-001-0000.

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# IN THE CIRCUIT COURT FOR COOK COUNTY, ILLINOIS COUNTY DEPARTMENT – CHANCERY DIVISION

BANK OF AMERICA, N.A., as successor by merger to LaSalle Bank National Association,

Plaintiff,

No.

V.

Judge:

NORFL CHOLDING CORPORATION, NORMAN II. BOLDEN, UNKNOWN OWNERS, and UNKNOWN AND NON-RECORD CLAIMANTS,

Common Address: 4301 S. Ellis Avenue, Chicago, Illinois

Defendants.

#### AFFID AVIT OF GREGORY P. LARSEN

Gregory P. Larsen, being first doly sworn, deposes and states as follows:

- 1. I am a Vice President in the Special Asset Group of Bank of America, N.A.(as successor-by-merger to LaSalle Bank National Association) (the "Lender"), am over the age of eighteen (18) and otherwise competent to testify to the matters set forth in this Affidavit.
- 2. As part of my duties, I am responsible for the supervision of certain loan accounts, including the loan (the "Loan") given by Lender to Norf's Holding Corporation (the "Mortgagor"), as more particularly described in the Verified Complaint for Mortgage Foreclosure and Other Relief filed in this case (the "Complaint").
  - 3. I make this Affidavit upon my own personal knowledge.
- 4. I am duly authorized to make this Affidavit on behalf of Lender. I have reviewed the business records kept by Lender in connection with the Loan in the regular course of Lender's business. I have also reviewed the Complaint and the Motion for Appointment of a Receiver of Real Estate Subject to Foreclosure (the "Receiver Motion") to which this affidavit

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supports. Capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Receiver Motion.

- 5. Exhibits 1 through 4 of the Complaint contain the following documents: (1) that Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 16, 2005, and recorded with the Cook County Recorder of Deeds on November 21, 2005, as Document No. 0532543250 (the "Mortgage"); (2) that certain Promissory Note dated November 16, 2005 (the "Note"), in the principal amount of Four Hundred Fifty Thousand Dollars (\$450,000.00): (3) that certain Assignment of Rents and Leases dated November 16, 2005, and recorded with the Cook County Recorder of Deeds on November 21, 2005, as Document No. 0532543251 ("Assignment"); and (4) that certain First Modification of Loan Documents dated December 1, 2010 (the "Modification"), which extended the Maturity Date of the Loan (as defined in the Note) from December 1, 2010 to December 1, 2012. The copies attached as Exhibits 1 through 4 of the Complaint are complete, true and accurate copies of the original documents. The documents are kept by Lender in the course of its regularly conducted business activity, and it was the regular practice of Lender to keep such documents in such form with respect to each real estate mortgage loan it administers. The Mortgage, Note, Assignment, Modification, and all other agreements and documents evidencing, securing or otherwise relating to the Loan is referred to herein as the "Loan Documents."
  - 6. Lender is the owner and holder of the Loan Documents.
- 7. Upon information and belief, the Property is not occupied by the Mortgagor or any principal of the Mortgagor as their principal residence.
  - 8. Lender has fully performed its obligations under the Loan Documents.

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9. Upon the books and records currently available to me, the Mortgagor has failed to repay the Loan and all other obligations under the Loan Documents in full on the maturity date of December 1, 2012.

10. If called as a witness in this cause, I could competently testify to the foregoing on the basis of my own personal knowledge.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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FURTHER AFFIANT SAYETH NAUGHT.

I AFFIRM UNDER THE PENALTIES FOR PE STATEMENTS ARE TRUE AND CORRECT T	RJURY THAT THE FOREGOING TO THE BEST OF MY KNOWLEDGE.						
Dated: <u>Morch</u> 7, 2013	Gregory P. Larsen						
Subscribed and sworn before me, a Notary Public in and for said County and State, this THI							
day of the change of the chang	County,  Will County,  Notary Public						
My Commission Expires: May 15, 1016	"OFFICIAL SEAL" STEVEN RIVERA Notary Public - State of Illinois My Commission Expires May 15, 2016						