

Doc#: 1311515010 Fee: \$46.00  
RHSP Fee:\$10.00 Affidavit Fee:  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 04/25/2013 09:35 AM Pg: 1 of 5

RECORD & RETURN TO 5909  
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P.O. BOX 29071  
Glendale, CA 91209-9071  
378147424L550-Cook County Rec

~~RECORDING REQUESTED BY AND~~  
~~WHEN RECORDED MAIL TO:~~

Bank of America, N.A.  
Doc Retention - GFS #1071992  
MO1-800-03-11  
800 Market Street, 9th Floor  
St. Louis, MO 63101 2510

THIS DOCUMENT PREPARED BY:

Bank of America, N.A.  
Commercial Credit Fulfillment & Operations  
Attn: Victoria Santoro, Document Administrator  
MA6-535-02-09  
1075 Main Street, 2<sup>nd</sup> Floor  
Waltham, MA 02451  
Phone: 1 (781) 788-3316

(Space Above This Line For Recorder's Use)

**MODIFICATION AGREEMENT  
(Assignment of Rents)**

This Modification Agreement (Assignment of Rents) ("Modification Agreement") is made as of March 4, 2013, by Kim A. Smiley, divorced and not since remarried ("Mortgagor"), and LaSalle Bank National Association, now known as Bank of America, N.A. ("Mortgagee")

**Factual Background**

A. Mortgagor executed a certain Assignment of Rents (the "Assignment of Rents") for the benefit of Mortgagee, dated June 4, 2007, and recorded on August 23, 2007, as Instrument Number 0723517073, in the Official Records of Cook County, State of Illinois. The Assignment of Rents assigns, grants a continuing security interest in, and conveys to Mortgagee all of Mortgagor's right, title and interest in and to the Rents from the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Mortgagee desire to amend the Assignment of Rents 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 Assignment of Rents. Mortgagee is sometimes referred to herein as "Lender" and Mortgagor is sometimes referred to herein as "Grantor".

Ref #: 1001174062  
Illinois Modification Agreement (Assignment of Rents)

S Y  
P 5  
S N  
M N  
SC Y  
E Y  
INT Y

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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:

**Note.** The word "Note" means that certain Promissory Note dated June 4, 2007, in the original principal amount of One Hundred Eighty Three Thousand and 00/100 Dollars (\$183,000.00) from Grantor to Lender (the "Note"), as amended by (i) a certain Amendment No. 1 to Loan Documents dated January 10, 2013 (the "Amendment No. 1"), and further amended by (ii) a certain Loan Modification Agreement dated March 4, 2013 (the "Loan Modification Agreement"), together with interest at Lender's Prime Rate plus 3.000 percentage points as defined in the Loan Modification Agreement, and all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note. The maturity date of the Note is March 4, 2015, 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.

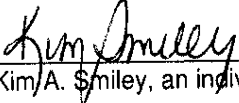
3. Except as provided in this Modification Agreement, the terms of the Assignment of Rents remain in full force and effect.

4. Notwithstanding anything to the contrary contained herein, in no way shall the addition of the maturity dates and interest rates (set forth in Section 2 above) to 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, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.


**Mortgagor:**

Kim A. Smiley

  
 \_\_\_\_\_  
 Kim A. Smiley, an individual

**Mortgagee:**

Bank of America, N.A.

By:   
 Patricia S. Block, Assistant Vice President

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## ACKNOWLEDGMENT

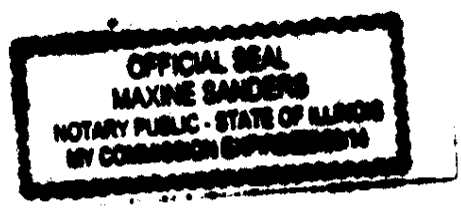
STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Maxine Sanders, a notary public in and for said County, in the State aforesaid, do hereby certify that Kim A. Smiley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

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

By: *Maxine Sanders*  
Notary Public

Commission expires: August 20, 2014



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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Will ) SS.

I, Kelly L. Kampenga a notary public in and for said County, in the State aforesaid, do hereby certify that Patricia S. Block, 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 to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Vice President and acting in that capacity, she signed and delivered the foregoing instrument as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

Given under my hand and official seal this 16 day of April, 2013.

By: Kelly L. Kampenga  
Notary Public

Commission expires: 07/31/2013



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## Exhibit "A"

Street Address of Property: 16012 Halsted Street, Harvey, IL 60426

PIN: 29-20-210-025-0000, 29-20-210-026-0000, and 29-20-210-027-0000

### Legal Description

Property located in Cook, IL

Lots 5, 6 and 7 in Block 6 in Harvey Highlands, being a resubdivision of M. Flaherty's Subdivision of the East ½ and the East ½ of the West ½ of the Northeast ¼ of the Northeast ¼ of Section 20, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to Kim A. Smiley from Romeo Rivera, a married man by Individual Warranty Deed dated December 30, 2005 and recorded February 08, 2006 in Instrument No. 0603953021.

Tax Parcel Nos. 29-20-210-025-0000, 29-20-210-026-0000, 29-20-210-027-0000