



RECORD & RETURN TO
CT LIEN SOLUTIONS 5909
P.O. BOX 29071
Glendale, CA 91209-9071
3790050 4L31-Cook County

Doc#: 1312215069 Fee: \$46.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/02/2013 01:14 PM Pg: 1 of 5

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bank of America, N.A.
St. Louis - Credit Services
Attn: Notice Desk
MO1-800-08-11
800 Market Street
St. Louis, MO 63101

THIS DOCUMENT PREPARED BY:
Tara Healy, Document Administrator
Bank of America, N.A.
St. Louis - Credit Services
Attn: Notice Desk
MO1-800-08-11
800 Market Street
St. Louis, MO 63101

(Space Above This Line For Recorder's Use)

MODIFICATION AGREEMENT
(Mortgage)

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of April 18, 2013, by Next Gravity Inc. ("Mortgagor") and Bank of America, N.A. ("Mortgagee").

Factual Background

Mortgagor executed a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of June 1, 2012 for the benefit of Mortgagee and recorded with the Recorder of Deeds in Cook County, Illinois on June 15, 2012 as Document Number 1216736057 and further amended by a Modification Agreement dated as of February 1, 2013 recorded with the Recorder of Deeds in Cook County, Illinois on February 6, 2013 as Document Number 1303712043 (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"). 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.
2. Mortgagee has extended additional credit to Mortgagor which is intended to be secured with the Mortgage. Accordingly, the definition of Debt Instrument as set forth in Paragraph 2.1 of the Mortgage is hereby amended to add the instrument(s) or agreement(s) described below:

S 4
P 5
S N
N
CO 4
E
A

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(a) A certain Loan Agreement between Mortgagor and Mortgagee, dated as of February 1, 2013, which provides for extensions of credit in a principal amount not exceeding Three Million Eight Hundred Eighty-Three Thousand Three Hundred Thirty-Two Dollars and Ninety-Six Cents (\$3,883,332.96).

(b) A certain Loan Agreement between Mortgagor and Mortgagee, dated as of April 18, 2013, which provides for extensions of credit in a principal amount not exceeding One Million Three Hundred Thousand Dollars and No cents (\$1,300,000.00).

(c) Payment of all obligations of Rentfusion Corporation, an Illinois corporation ("Rentfusion") to Mortgagee arising under the following instrument(s) or agreement(s):

(i) A certain Loan Agreement dated as of May 16, 2011, between of Rentfusion Corporation, an Illinois corporation ("Rentfusion") and Mortgagee which provides for extensions of a maximum revolving credit of One Million Dollars and No Cents (\$1,000,000.00).

(e) This Mortgage also secures payment of all obligations of Mortgagor, Obligor and Rentfusion under any and all of the Debt Instruments which arise after any of the Debt Instruments are extended, renewed, modified or amended pursuant to any written agreement between Mortgagor, Obligor, Rentfusion and Mortgagee, and all obligations of Mortgagor, Obligor or Rentfusion under any successor agreement or instrument which restates and supersedes any of the Debt Instruments in their entirety;

3. As used herein, Rentfusion and mortgagor shall collectively be referred to herein as the "Obligors" and each, an "Obligor", and the Rentfusion Debt Instrument and the Mortgagor Debt Instrument shall be collectively referred to herein as the "Debt Instruments" and each, a "Debt Instrument".

4. The last subparagraph of Paragraph 2.1 of the Mortgage is hereby deleted in its entirety and shall be of no further force or effect.

5. Paragraph 2.3 of the Mortgage is hereby deleted in its entirety and replaced with the following:

2.3 Maximum Amount Secured. The maximum amount secured by the lien of this Mortgage is Six Million One Hundred Seventy Thousand, Four Hundred Sixty-One Dollars and No Cents (\$6,900,000.00)


6. 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.


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NEXT GRAVITY INC., an Illinois corporation

By: 
Amit Parekh, President

By: 
Radha Parekh, Secretary

BANK OF AMERICA, N.A.

By: 
Name: Rebekah Patel
Title: SUP | Business Banking

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, SOPHIA G. GEORGIS a notary public in and for said County, in the State aforesaid, do hereby certify that **Amit Parekh** personally known to me to be the President of Next Gravity Inc., an Illinois corporation, and **Radha Parekh**, 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 President and Secretary, they signed and delivered the said instrument, 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 18th day of April, 2013

Sophia G. Georgis
Notary Public

Commission expires: 5/8/16



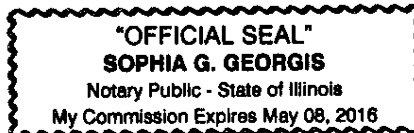
STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, SOPHIA GEORGIS a notary public in and for said County, in the State aforesaid, do hereby certify that REHANA PATEL personally known to me to be the SVP of **Bank of America, N.A.**, 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 SVP, he or she signed and delivered the said instrument as his or her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of April, 2013

Sophia G. Georgis
Notary Public

Commission expires: 5/8/16



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Exhibit A

THAT PART OF LOTS 1 AND 2 IN OWNER'S SUBDIVISION OF BLOCK 52 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF NORTH BRANCH STREET WHICH IS 81.90 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2 TO A POINT ON THE WEST LINE OF NORTH CHERRY STREET WHICH IS 82.20 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1, SAID LINE BEING THE CENTER LINE OF A 13 INCH BRICK WALL IN COOK COUNTY, ILLINOIS.

Street Address of Property: 1131 West Blackhawk Street, Chicago, Illinois 60642

PIN: 17-05-202-006-0000