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MODIFICATION AGREEMENT PERMITTING TRANSFER OF PROPERTY TO REVOCABLE LIVING TRUST

This instrument was drafted by and returned to:
Michaela L Bauwens, Clerk
Wells Fargo Bank, N.A.
2324 Overland Ave
Billings, MT 59102
866-255-9102

Doc#: 1312915062 Fee: \$70.25
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/09/2013 02:57 PM Pg: 1 of 4

Account Number: **65096254191XXX SC84995372**

This Agreement is made this **11th** day of **March, 2013**, by and among **Carolina Polo**, ([collectively] the "Trustee") under **The Carolina Polo Trust dated March 23, 2010** and **Carolina Polo and Eduardo Romero**, ([collectively] the "Grantor") and **Wells Fargo Bank, N.A.**, a national banking association (the "Bank").

WHEREAS, as the Bank is the holder of a certain promissory note from the Grantor, dated **3-1-2010**, payable to the order of the Bank in the principal amount of \$ **225,000.00** increased to **\$243,852.00** (the "Note"); and,

WHEREAS, the Note is secured by the lien of a mortgage or deed of trust dated **3-1-2010**, executed and delivered by the Grantor to the Bank, recorded as Document No. **1006935025** in the Cook County, Illinois Recorder's Office (the "Mortgage") covering the property legally described therein (the "Property"); and, **See Attached Legal Description**

Permanent Index No. **05-21-100-007-0000**
Property Address: **558 Arbor Vitae Rd/Winnetka IL 60093-2301**

WHEREAS, the Grantor has transferred and conveyed to the Trustee all of the Grantor's right, title and interest in and to the Property pursuant to a deed dated **3-24-2010**, and recorded in the above referenced office on **4-13-2010**, as Document No. **1010333058** (the "Deed"); and,

WHEREAS, the Trustee has agreed to be bound by and to perform certain obligations of the Grantor to the Bank under the Mortgage, which secures the indebtedness evidenced by the Note; and,

WHEREAS, the Bank is willing to allow and acknowledge the transfer of the Property pursuant to the Deed, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Agreement agree as follows:

1. The Trustee hereby agrees to be subject to all of the covenants and agreements in the Mortgage. The Trustee agrees to perform all of the covenants and agreements in the Mortgage (at the time and in the manner provided for herein) that relate to the payment of taxes, maintaining insurance, and other items that relate to the maintenance and preservation of the Property, and the Trustee acknowledges that the lien of the Mortgage secures the indebtedness evidenced by the Note. In addition, the Trustee hereby agrees that revocation of the Trust or distribution of trust assets shall constitute an event of default under the Mortgage. The Mortgage is hereby amended to reflect these additional events of default.

2. The Grantor expressly agrees with the Bank that neither the execution of this Agreement nor the transfer of the Grantor's interest in the property described in the Mortgage shall discharge, satisfy or release the liability of the Grantor under the Note or the Mortgage. Grantor remains liable to the Bank for the payment and performance of all obligations arising under the Note and the Mortgage until all indebtedness evidenced thereby is paid in full. Grantor expressly waives all defenses and discharges available to guarantors, sureties, accommodation parties or endorsers, dependent upon Grantor's character as such.

REC'D
MAY 10 2013
COOK COUNTY RECORDER OF DEEDS

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3. In connection with the transfer of the Property by the Grantor to the Trustee, the Bank hereby waives the provision in the Mortgage that prohibits the sale or transfer of the Property (or any interest in the Property). Grantor and Trustee acknowledge, however, that this waiver shall not be construed as a waiver of any other provisions of the Mortgage, nor shall it be construed as a waiver of any future breach of the provision that prohibits the sale or transfer of the Property (or any interest in the Property).

4. The Grantor is the settler and beneficiary of the Trust.

5. The Trustee hereby represents and acknowledges that in exchange for its agreement to the terms hereto and the terms of the Mortgage and Note it has received valuable and sufficient consideration.

6. This Agreement is binding upon and inures to the benefit of the Grantor and Trustee and their respective heirs, legal representatives, successors and assigns and of the Bank and its successors and assigns. Whenever used herein, the singular shall include the plural and the plural shall include the singular, as the context dictates, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

GRANTOR:

Carolina Polo
Carolina Polo
Eduardo Romero
Eduardo Romero

The Carolina Polo Trust

Carolina Polo
Carolina Polo, Trustee

For An Individual Acting In His/Her Own Right:

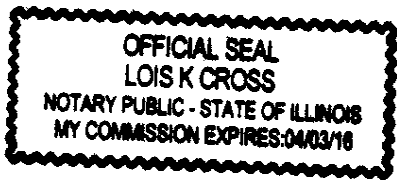
Illinois Notary Public Act

State of IL
County of Cook

This instrument was acknowledged before me on 28th March 2013 (date) by Carolina Polo & Eduardo Romero
(names/s of person/s).

Lois K Cross
(Signature of Notary Public)

(Seal)



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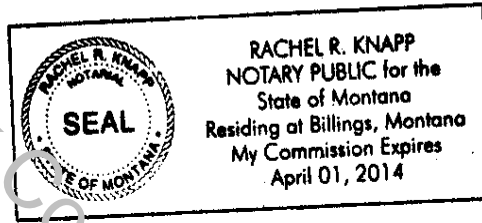
WELLS FARGO BANK, N.A.

By: Barb Berglund
Barb Berglund, VP Loan Documentation

STATE OF Montana }
COUNTY OF Yellowstone } ss.

On the above date, the foregoing instrument was acknowledged before me by the above named VP Loan Documentation.

Rachel R Knapp
Rachel R Knapp
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires: 04/01/2014



Mail / Return to:
Wells Fargo Bank, N.A.
PO Box 31557
Billings, MT 59107

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STREET ADDRESS: 558 ARBOR VITAE ROAD
CITY: WINNETKA **COUNTY:** COOK
TAX NUMBER: 05-21-100-007-0000

LEGAL DESCRIPTION:

THE NORTH 1/2 OF LOT 15 IN MC GUIRE AND ORR'S ARBOR VITAE ROAD SUBDIVISION OF BLOCK 4 AND THAT PART OF BLOCK 5 LYING EAST OF THE EAST LINE OF LINCOLN AVENUE IN WINNETKA, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH 1/2 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office