



Doc#: 1325915094 Fee: \$46.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/16/2013 03:14 PM Pg: 1 of 4

Prepared by and return to:

Bank of America, N.A.  
1 Mortgage Way  
Mt. Laurel, New Jersey 08054  
Mail Stop: DC  
Loan No. 7103807116

PIN: 05-28-223-014-0000

**MODIFICATION AGREEMENT TO MORTGAGE**

ORIGINAL

This **Modification Agreement to Mortgage** (the "Agreement") is entered into this 8th day of August 2013 by and between Garrick M. Rice and Jennifer D. Rice, husband and wife (the "Borrower"), and Bank of America, N.A., a Corporation (herein referred to as "Lender").

**WHEREAS**, Lender is the owner and holder of that certain Mortgage and applicable riders dated January 30, 2012, made by the Borrower, to Lender, recorded on February 7, 2012 as Document No. 1203855019 in the Office of the Recorder of Cook County, State of Illinois (the "Security Instrument"), securing a debt evidenced by a promissory note given by the Borrower dated January 30, 2012, in the original principal amount of \$1,903,650.00 (the "Note"), which Security Instrument encumbers the real property more particularly described therein; and

**WHEREAS**, the Borrower, being the owner in fee simple of the Property, has requested that Lender modify the Security Instrument and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The last sentence in paragraph (D) of the Security Instrument is hereby deleted and the following is hereby substituted in its place:

This debt is evidenced by Borrower's note dated the same date as this Security Instrument as modified by the Modification Agreement to Adjustable Rate Note dated August 8, 2013 executed by the Borrower and the Lender (collectively, the "Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2043.

- 2. As of the date of execution hereof, the terms and conditions of the **ADJUSTABLE RATE RIDER** attached to the Mortgage are deleted in their entirety.

S 1  
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S N  
M N  
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E Y  
INT 9

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3. The unpaid principal balance due under the Note as of the date of this Agreement is \$1,000,000.00.
4. To the extent permitted by law, Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument and that, if any such right or defenses do exist, they are hereby waived and released.
5. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any nonconflicting term or conditions stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided herein, the terms of the Note and the Security Instrument remain in full force and effect.
6. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
7. This Agreement contains the entire agreement of the parties hereto with regard to modification of the Note and Security Instrument and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.
8. Simultaneously with the execution hereof, Borrower has executed and delivered to the Lender a Modification Agreement to Adjustable Rate Note (the "Note Modification Agreement"), pursuant to which the Note has been modified. Any reference contained in the Security Instrument or the Note to the Security Instrument or the Note shall hereinafter be deemed to be a reference to the Security Instrument, as amended by this Agreement, and the Note, as amended by the Note Modification Agreement.

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Executed as of the date first above written.

BANK OF AMERICA, N.A.,  
By PHH Mortgage Corporation, Authorized Agent

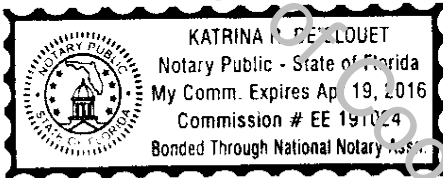
By: *Laura J. Brown*  
Laura J. Brown

*Garrick M. Rice* (SEAL)  
Garrick M. Rice

*Jennifer D. Rice* (SEAL)  
Jennifer D. Rice

STATE OF FLORIDA  
COUNTY OF DOVAL

The foregoing instrument was acknowledged before me this 20th day of August 2013, by Laura J. Brown, a Director of PHH Mortgage Corporation, the duly authorized agent of Bank of America, N.A. She is personally known to me.



*Katrina R De'Clouet*  
Name: Katrina R De'Clouet  
Notary Public, State of Florida  
Commission No.: EE191024  
My commission expires: 4/19/16

STATE OF ILLINOIS )  
COUNTY OF )

I, the undersigned Notary Public in and for said County, in the State aforesaid, do here by certify that Garrick M. Rice personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day and acknowledged that he/she/they signed and sealed the instrument as his/her/their free and voluntary act, for the uses and purposes set forth, including the release there and waiver of the right of homestead. Given under my hand and official seal this 19th day of August, 2013.



*Demetra G Faden*  
Notary Public Demetra G Faden  
My commission expires: 2-17-15

STATE OF ILLINOIS )  
COUNTY OF )

I, the undersigned Notary Public in and for said County, in the State aforesaid, do here by certify that Jennifer D. Rice personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day and acknowledged that he/she/they signed and sealed the instrument as his/her/their free and voluntary act, for the uses and purposes set forth, including the release there and waiver of the right of homestead. Given under my hand and official seal this 19th day of August, 2013.



*Demetra G Faden*  
Notary Public Demetra G Faden  
My commission expires: 2-17-15

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Exhibit A

LOT 12 IN BLOCK 5 IN KENILWORTH, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTIONS 22 AND 27 AND PART OF SECTION 28, ALL IN TOWNSHIP 40, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Also known as:  
300 Abbotsford Rd  
Kenilworth, IL 60043

Property of Cook County Clerk's Office