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RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/04/2013 11:25 AM Pg: 1 of 5

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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P.O. BOX 29071
Glendale, CA 91209-9071
40691695-IL550-Cook County Rec

THIS DOCUMENT PREPARED BY:
Randy Gathright, Assistant Vice President
Bank of America, N.A.
MA6-535-02-09
1075 Main Street
Waltham, MA 02451

(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 November 2, 2013, by Infinity Auto, Inc. ("Mortgagor") and Bank of America, N.A., successor by merger to LaSalle Bank National Association ("Mortgagee").

Factual Background

A. Mortgagor executed a certain Assignment of Rents (the "Assignment of Rents") for the benefit of Mortgagee, dated March 2, 2005, and recorded on March 4, 2005, as Instrument Number 0506341057, 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. Beneficiary is sometimes referred to herein as "Lender" and Trustor is sometimes referred to herein as "Grantor".

2. Lender and Grantor hereby modify the Assignment of Rents as follows:

(a) 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 (a) that certain Amended and Restated Loan Agreement (the "Loan Agreement No. 1") between Grantor and Lender, dated as of November 2, 2013, which provides for extensions of credit in a principal amount not exceeding One Hundred Eighty Thousand Two Hundred Eighty-Six Dollars and Six Cents (\$180,286.06), together with interest at

S 1
P 5
S 14
M 14
SC 1
E 1
INT 87

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Lender's Prime Rate plus 2.00 percentage points as Prime Rate is defined in the Loan Agreement No. 1, and all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Loan Agreement No. 1; and (b) that certain Amended and Restated Loan Agreement (the "Loan Agreement No. 2") between Grantor and Lender, dated as of November 2, 2013, which provides for extensions of credit in a principal amount not exceeding Eight Thousand Three Hundred Fifty-Three Dollars and Eight Cents (\$8,353.08), together with interest at Lender's Prime Rate plus 2.00 percentage points as Prime Rate is defined in the Loan Agreement No. 2, and all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Loan Agreement No. 2. The maturity date of the Loan Agreement No. 1 is April 2, 2015 and the maturity date of the Loan Agreement No. 2 is April 3, 2014, 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 Assignment of Rents secure the Indebtedness beyond 20 years from the maturity date set forth above unless this Assignment of Rents 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 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**

**Infinity Auto, Inc.**

By: 

Jose L. Avila, President

**Mortgagee**

**BANK OF AMERICA, N.A.**

By: 

Philip Bosma, Vice President

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## ACKNOWLEDGMENT

STATE OF ILLINOIS )

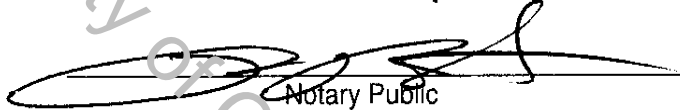
COUNTY OF Cook )

SS.

I, Jose Rogelio Barrera <sup>RD</sup>, a notary public in and for said County, in the State aforesaid, do hereby certify that Jose Avila, in capacity of President on behalf of Infinity Auto Inc 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 he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 6<sup>th</sup> day of November, 2013.

  
Notary Public

Commission expires: 3/23/2015





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## Exhibit A

Street Address of Property: 2509-2511 N. Pulaski Road, Chicago, IL 60639

PIN: 13-26-315-016-0000 and 13-26-315-017-0000

Lots 24 and 25 in Block 20 in Pennock in the Southwest quarter of Section 26, Township 40 North Range 13, East of the Third Principal Meridian, according to the plat thereof recorded November 07, 1883 as Document 506320, in Cook County, Illinois.

AND BEING the same property conveyed to Andres Diaz and Anna Diaz, his wife from Thomas F. Schuler and Joy H. Schuler, his wife by Warranty Deed dated September 28, 1989 and recorded September 29, 1989 in Instrument No. 89461200; AND FURTHER CONVEYED to Pioneer Bank & Trust Company, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 20th day of September, 1995, known as Trust Number 26072 from Andres Diaz and Anna M. Diaz, husband and wife as joint tenants by Warranty Deed In Trust dated as of September 20, 1995 and recorded September 27, 1995 in Instrument No. 95654257; AND FURTHER CONVEYED to Infinity Auto, Inc. from North Star Trust Company, Successor Trustee to Banco Popular North America, under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance of a Trust Agreement dated the 20th day of September, 1995 and known as Trust Number 26072 by Trustee's Deed dated January 08, 2003 and recorded March 13, 2003 in Instrument No. 0030349398.