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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/25/2014 04:33 PM Pg: 1 of 4

Prepared by and, after recording,  
Return to:  
Linda Davinson  
Lowis & Gellen LLP  
200 W. Adams St., Suite 1900  
Chicago, IL 60606

## AMENDMENT TO MORTGAGE

22<sup>nd</sup> AMENDMENT TO MORTGAGE (the "Amendment") made and entered into this day of August, 2014, by and between **Kim A. Smiley** ("Mortgagor"), whose address is 10232 Prospect Avenue, Unit E, Chicago, Illinois 60643, and **Bank of America, N.A., successor by merger to LaSalle Bank, N.A.** ("Mortgagee"), a national banking association, whose address is 135 South LaSalle Street, Chicago, Illinois 60603.

## RECITALS

WHEREAS, Mortgagor has heretofore executed and delivered to Mortgagee a Note in the amount of ONE HUNDRED EIGHTY THREE THOUSAND and 00/100ths Dollars (\$183,000.00), subsequently amended by a certain Modification Agreement acknowledging a change in the Indebtedness secured by the Mortgage, setting the interest rate to be determined by the Mortgagee's Prime Rate plus 3.00%, and setting a maturity date of March 4, 2015 (collectively, the "Mortgage Note"), and in order to secure the prompt payment and performance of its obligations under such Mortgage Note and other agreements with Mortgagor, a Mortgage dated June 4, 2007, and recorded in Cook County, Illinois, as Document No. 0723517072 on August 23, 2007 (the "Mortgage"), on certain real estate commonly known as 16012 South Halsted Street, Harvey, Illinois 60426 (the "Real Estate"), described in the Mortgage as LOTS 5, 6, AND 7 IN BLOCK 6 IN HARVEY HIGHLANDS, BEING A RESUBDIVISION OF MR. FLAHERTY'S SUBDIVISION OF THE EAST ½ OF 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. The Real Property or its address is commonly known as 16012 South Halsted Street, Harvey, Illinois 60426. The Real Property tax identification number is 29-20-210-025-0000; 29-20-210-026-0000; and 29-20-210-027-0000.

WHEREAS, the Legal Description in the Mortgage contains an inadvertent error (the "Error");

WHEREAS, the "Further Assurances" paragraphs contained on Page 6 of the Mortgage (the "Further Assurances Paragraphs") require the Mortgagor to execute any and all documents as may be, in the sole opinion of Mortgagee, necessary to help ensure and preserve the liens and security interests created by the Mortgage;

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WHEREAS, pursuant to the Further Assurances Paragraphs, in order to correct the Error to help ensure the preservation of the liens and security interests created by the Mortgage, Mortgagee is requiring Mortgagor to amend the Mortgage, as provided herein below;

WHEREAS, the last full paragraph contained on Page 6 of the Mortgage (the "Attorney-in-Fact Paragraph") appoints Mortgagee as Mortgagor's attorney-in-fact including for the purpose of executing and recording documents as may be, in the sole opinion of the Mortgagee, necessary to preserve the liens and security interests created by the Mortgage;

WHEREAS, despite Mortgagee's request therefore, Grantor has failed to execute this Amendment which the Lender has determined is necessary to correct the Error and thereby preserve the liens created by the Note, Mortgage and Related Documents and consequently, Lender is executing this Amendment under the authority granted in the Attorney-in-Fact Paragraph on behalf of the Grantor as its attorney-in-fact.

WHEREAS, Mortgagee is executing this Amendment under the Attorney-in-Fact Paragraph on behalf of Mortgagor as its attorney-in-fact to correct the Error in the Mortgage;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows:

1. **RECITALS.** The recitals are hereby incorporated by this reference.
2. **LEGAL DESCRIPTION.** Each reference in the Mortgage to "LOTS 5, 6, AND 7 IN BLOCK 6 IN HARVEY HIGHLANDS, BEING A RESUBDIVISION OF MR. FLAHERTY'S SUBDIVISION OF THE EAST ½ OF 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. The Real Property or its address is commonly known as 16012 South Halsted Street, Harvey, Illinois 60426. The Real Property tax identification number is 29-20-210-025-0000; and 29-20-210-027-0000." is hereby deleted in its entirety and replaced with the following:  
  

LOTS 5, 6, AND 7 IN BLOCK 6 IN HARVEY HIGHLANDS, BEING A RESUBDIVISION OF MR. FLAHERTY'S SUBDIVISION OF THE EAST ½ OF 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. The Real Property or its address is commonly known as 16012 South Halsted Street, Harvey, Illinois 60426. The Real Property tax identification number is 29-20-210-025-0000; 29-20-210-026-0000; and 29-20-210-027-0000.
3. **RATIFICATION AND AFFIRMATION.** Except as amended hereby, the Mortgage and Mortgage Note shall remain in full force and effect and are hereby

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ratified and affirmed by Mortgagor and Mortgagee, acknowledging that Mortgagor is in default under the Mortgage Note and this Amendment shall not be construed as a waiver of default.

- 4. **SEVERABILITY.** Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Amendment or the Mortgage.

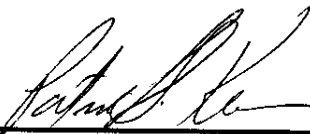
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Mortgage to be executed by Mortgagor and Mortgagee as of the day and year first above written.

**MORTGAGOR:**

**MORTGAGEE:**

Kim A. Smiley by and through its Attorney-in-Fact, Bank of America, N.A.

Bank of America, N.A.



By: Patrick S. Kearns  
Assistant Vice President  
Bank of America, N.A

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Assistant Vice President  
Bank of America, N.A

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STATE OF Illinois )

COUNTY OF Cook ) SS

I, the undersigned, a Notary Public in and for and residing in said County, in the state aforesaid, do hereby certify that Patrick S. Kearns, Assistant Vice President at Bank of America, N.A., who is personally known to me to be the same person whose name is subscribed to this instrument, appeared before me this day and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act.

Given under my hand and Notarial Seal this 22nd day of August, 2014.

Latanya Corley Notary Public  
My commission expires: 11-9-2014

