

# UNOFFICIAL COPY

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:



Bank of America, N.A.

RECORD & RETURN TO  
CT LIEN SOLUTIONS 5909  
P.O. BOX 29071  
Glendale, CA 91209-9071  
47880894-IL31-Cook County

Doc#: 1511739064 Fee: \$46.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/27/2015 09:05 AM Pg: 1 of 5

THIS DOCUMENT PREPARED BY:  
Tara Healy, Assistant Vice President  
Bank of America, N.A.  
Farmington - Credit Services  
Attn: Notice Desk  
CT2-515-BB-11  
P.O. Box 5080  
Hartford, CT 06102

(Space Above This Line For Recorder's Use)

## MODIFICATION AGREEMENT (Mortgage)

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of April 2, 2015, by JSF ORLAND HOLDINGS, L.L.C. ("Mortgagor") and Bank of America, N.A. as successor by merger to LaSalle Bank, N.A., ("Mortgagee").

### Factual Background

A. Mortgagor executed a certain Mortgage (the "Mortgage") for the benefit of Mortgagee, dated August 1, 2008, and recorded on August 14, 2008, as Instrument Number 082273308, Official Records of Cook County, State of Illinois. 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. The Debt Instrument secured by the Mortgage has changed or has been modified. Accordingly, the Paragraph entitled "NOTE" in the Mortgage which describes the Debt Instrument is hereby modified to read as follows in its entirety:

(a) Payment of all obligations of JSF ORLAND HOLDINGS, L.L.C. ("Obligor") to Mortgagee arising under the instrument(s) or agreement(s) described below (collectively, the "Debt Instrument"):

S Yes  
P 5  
S N  
M N  
SC Yes  
E Yes  
INT Yes

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(i) a certain Loan Agreement between Obligor and Mortgagee, dated as of April 2, 2015, which provides for extensions of credit in a principal amount not exceeding One Hundred Sixty-Two Thousand Seven Hundred Forty-Three and 81/100 Dollars (\$162,743.81) the terms of which are incorporated herein by reference.

(ii) This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety.

3. 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.

JSF ORLAND HOLDINGS, L.L.C.

By:

  
John S. Fotopoulos, Manager

BANK OF AMERICA, N.A.

By:

  
Authorized Signer, Officer

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## ACKNOWLEDGMENT

STATE OF ILLINOIS )

COUNTY OF DuPage )

) SS.

I, Erica Cardenas a notary public in and for said County, in the State aforesaid, do hereby certify that John S. Fotopoulos personally known to me to be the Manager of JFS ORLAND HOLDINGS, L.L.C., an Illinois limited liability company 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 severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given by the Members of said limited liability company, as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 14<sup>th</sup> day of April, 2015.

Erica Cardenas  
Notary Public

Commission expires: August 21, 2016



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## BANK ACKNOWLEDGMENT

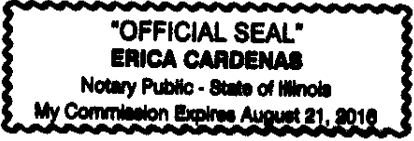
STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS.

On this 14<sup>th</sup> day of April, 2015, before me, Erica Cardenas, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Aaron Schmidt (being the person or by said Bank, to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he/she is the Vice President of BANK OF AMERICA, N.A., a national banking association, and is duly authorized in his/her respective capacity to execute the foregoing instrument instrument(s) for and in the name and behalf of said bank, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

Given under my hand and official seal this 14<sup>th</sup> day of April, 2015.

Erica Cardenas  
Notary Public

Commission expires: August 21, 2016



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## Exhibit A

Street Address of Property: 14496 John Humphrey Drive, Orland Park, IL 60462-2638

PIN: 27-10-100-088-0000

### PARCEL 1:

THAT PART OF LOT 3 IN OWNER'S SUBDIVISION OF THE SOUTH 300.0 FEET OF THE NORTH 1666.70 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1987 AS DOCUMENT NO. 878639795, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 3; THENCE SOUTH 89 DEGREES 52 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 9.23 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS WEST, A DISTANCE OF 43.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81 DEGREES 09 MINUTES 01 SECONDS WEST, A DISTANCE OF 71.00 FEET; THENCE NORTH 08 DEGREES 50 MINUTES 59 SECONDS EAST, A DISTANCE OF 19.40 FEET; THENCE SOUTH 81 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 3.50 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 29 SECONDS EAST, A DISTANCE OF 5.73 FEET; THENCE SOUTH 81 DEGREES 02 MINUTES 50 SECONDS EAST, A DISTANCE OF 64.00 FEET; THENCE SOUTH 08 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 5.62 FEET; THENCE SOUTH 81 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 3.50 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES 59 SECONDS WEST, A DISTANCE OF 19.40 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR INGRESS & EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR JOHN HUMPHREY DRIVE OFFICE COMPLEX ASSOCIATION RECORDED AUGUST 4, 2008 AS DOCUMENT 0821757074.