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Doc#: 1526017005 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/17/2015 09:48 AM Pg: 1 of 4

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Bank of America, N.A.

RECORD & RETURN TO 5909  
CT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
49781882-IL550-Cook County Rec

THIS DOCUMENT PREPARED BY:  
Randy Guthright, Assistant Vice President  
Bank of America, N.A.  
MA6-535-02-10  
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 July 2, 2015, 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 herein 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 that certain Amended and Restated Loan Agreement between Grantor and Lender, dated as of November 2, 2013, which provides for

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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 all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the agreement.

3. Except as provided in this Modification Agreement, the terms of the Assignment of Rents remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

**Infinity Auto, Inc.**

By: \_\_\_\_\_

*Jose L. Avila*  
Jose L. Avila, President

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

By: \_\_\_\_\_

*Patricia Bloek*  
Patricia Bloek, Assistant Vice President

*PATRICK S. KEARNS*

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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### ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Socorro Vazquez, a notary public in and for said County, in the State aforesaid, do hereby certify that Jose L. Avila, in capacity of President of Infinity Auto, Inc., an Illinois corporation, 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 signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28<sup>th</sup> day of August, 2015.

Socorro Vazquez  
Notary Public  
Commission expires: June 4, 2019



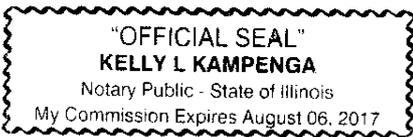
### ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Will ) SS.

I, Kelly L. Kampenga, a notary public in and for said County, in the State aforesaid, do hereby certify that Patricia Block, in capacity of Assistant Vice President of Bank of America, N.A., a national banking association, 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 signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 31 day of August, 2015.

Kelly L. Kampenga  
Notary Public  
Commission expires: 8/06/2017



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## Exhibit A

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

PIN: 13-26-315-016-0000; 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 M. Diaz, his wife from Thomas F. Schuler and Joy H. Schuler, his wife by Warranty Deed dated September 28, 1989 and recorded in Instrument No. 99461290; 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 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 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.

Tax Parcel Nos. 13-26-315-017-0000, 13-26-315-016-0000