UNOFFICIAL COPY 14491

PREPARED BY:

1605/0140 07 001 Page 1 of 4 2001-04-18 11:57:23 Cook County Recorder 27,50



RECORD AND RETURN TO: THE NORTHERN TRUST COMPANY
ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

MORTGAGE MODIFICATION AGREEMENT

334584

This Mortgage Modification Agreement ("this Agreement") dated as of DECEMBER 1, 2000 is by, between and among COLLEEN M. CREIGHTON, SINGLE NEVER MARRIED

(the foregoing party(ies), individually and conectively, "Borrower") and THE NORTHERN TRUST COMPANY

("Lender").

WHEREAS, Lender has made a mortgage loan (ine "Loan") to Borrower in the principal amount of \$ 91,000.00 , reduced by payments to a current principal balance of \$ 78,480.77 , and Borrower has executed and delivered to Lender a note evidencing the Loan (the note, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Existing Note") dated DECEMBER 1, 1993 ;

WHEREAS, Borrower has executed and delivered to Lender a mortgage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated DECEMBER 1, 1993 and recorded in the Office of the Recorder of Decad of COOK COUNTY,

ILLINOIS , on DECEMBER 13, 1993 as Document Number 3016387,

which Mortgage secures the Existing Note and conveys and mortgages real estate located at

50 EAST BELLEVUE-UNIT 2306, CHICAGO

in COOK COUNTY, ILLINOIS , legally described on Exhibit / attriched hereto and identified by Pin Number: 17-03-202-065-11221

(together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Borrower represents that it is the owner of the Property and that there are no liens (except for taxes not yet due) or

mortgages on the Property, except any in favor of Lender and any junior mortgage subordinated to the Mortgage of which Lender has knowledge; and

WHEREAS, the parties hereto wish to modify the terms of the Loan so that the terms of the Existing Note, as previously documented and disclosed by Lender, are replaced with the terms of that note (together with the terms of any and all riders and attachments thereto) dated the date of this Agreement, attached hereto as Exhibit B which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2015, and such note incorporated herein by reference (such note together with all such riders and attachments, the "Replacement Note"), as such terms have been disclosed in the disclosures given to Borrower by Lender in contemplation of this modification;

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the parties hereto hereby agree as follows: NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged,

- The recitals (whereas clauses) above are hereby incorporated herein by reference. .1
- the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, ٠2

as Lender may request from time to time (collectively, the "Replacement Documents").

shall cease to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note Fixed Rate Mote or a Balloon Mote, from and after the date hereof, any Adjustable Rate Rider to the Mortgage payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and Ils bas yaA Note, which Replacement Note shall be in the principal amount of \$ 77.084,8T The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement

be of any erfect. or an Advasable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to

References in the Mortgage and related documents to the "Note" and riders and attachments thereto

Upon receipt of the Replacement Mote, the Lender shall return the Existing Mote to Borrower marked shall, from and also the date hereof, be deemed references to the Replacement Note.

Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, "Renewed by Note dated DECEMBER 1, 2000 " (date of Replacement Note).

and (ii) the lien of the Mortgage of all secure the Replacement Note to the same extent as if the Replacement renewal and replacement of an disting Note, is and shall be a continuing obligation of Borrower to Lender,

Note were set forth and described in the Mortgage.

Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the

to the benefit of and be binding upon the parties hereto, it sit heirs, executors, personal representatives, the plural and vice versa, and the use of one gender shall als) denote the others. This Agreement shall inure executed in such State. Unless the context requires otherwise, wherever used herein the singular shall include and construed in accordance with the internal laws of the State of Illinois, and shall be deemed to have been This Agreement and any document or instrument executed in connection herewith shall be governed by as changed or modified in express terms by the Roblacement Documents.

in the Replacement Documents and Mortgage. the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them successors and assigns, except that Borrower may not transfer or test in its rights or interest hereunder without

to the balance of the Loan or the presence or absence of liens on the Property. The land trustee's waiver A land trustee executing this Agreement does not make the representations and warranties above relating

attached hereto (if applicable) is hereby incorporated herein by reference.

day and year first above written. IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the

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STATE OF /LL/NO/5) COUNTY OF COOK)
1, GEORGIA B. NIKOLOPOULOS a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that COLLEEN M CREIGHTON,
who is/are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me and acknowledged that (s)he/they signed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 11th day of DECEMBER 2000.
(SEAL) OFFICIAL SEAL* GEORG'A P. NIKOLOPOULOS NOTARY PL BL C, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/09/2001 Notary Public Notary Public
Marjon & Luncker
By: Marjorie E Truschke
Its: Vice President
STATE OF Illinois) COUNTY OF Cook)
I, Lori C. Plys a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marjorie E. Truschke a(n) The Northern Trust Company
who is personally known to me to be the same person whose name is subscribed to the for going instrument as such
GIVEN under my hand and notarial seal this day of
OFFICIAL SEAL LORI C. PLYS Notary Public — State of Illinois My Commission Expires May 5, 2001

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EXHIBIT "A"

UNIT 2306 IN THE 50 EAST BELLEVUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 12 FEET OF LOT 31 AND ALL OF LOTS 32 TO 37, BOTH INCLUSIVE, AND THE EAST 8 FEET OF LOT 38 IN BLOCK 1 IN POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN SECTION 3. TOWNSHIP 39 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT TOUR COOK COUNTY CLERK'S OFFICE NUMBER 25 224 704, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.