PREPARED BY: SHANNON GAHART CHICAGO, IL 60675

0010437311

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

227229

C17C400186545

This Mortgage Modification Agreement ("this Agreement") dated as of MARCH 1, 2001 by, between and among ELAINE MICHAELS, WIDOWED, NOT SINCE REMARRIED AND BARBARA HARRIS, MARRIED TO THOMAS M. HARRIS

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

("Lender").

is

WHEREAS, Lender has made a mortgage (can (the "Loan") to Borrower in the principal amount of \$ 115,500.00 , reduced by payments to a current principal balance of \$ 104,945.14 , 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 readified or amended, the "Existing Note") dated JANUARY 6, 1994 ;

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 COOK COUNTY. and recorded in the Office of the Recorder of De sto of JANUARY 6, 1994 94044450 as Document Number JANUARY 13, 1994 ILLINOIS , on which Mortgage secures the Existing Note and conveys and mortgages real estate 'a cated at 1740 MISSION HILLS, #103, NORTHBROOK , legally described on Exhibit A autoched hereto and in COOK COUNTY, ILLINOIS identified by Pin Number: 04-18-200-017-1003 (together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Rorrower 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 MARCH 1, 2031 , 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;

BOX 333-CT1

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.

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, ٦.

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

accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and 104,945.14 Note, which Replacement Note shall be in the principal amount of \$ The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement

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 Note or a Balloon Note, 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

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

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

Upon receipt or the Peplacement Note, the Lender shall return the Existing Note to Borrower marked .č shall, from and after the date hereof, be deemed references to the Replacement Note.

Borrower hereby agreer and confirms that (i) the Replacement Note, as an amendment, restatement, " (date of Replacement Note). MARCH 1, 2001 "Renewed by Note dated

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

Note were set forth and described in the Mortgage.

The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the

as changed or modified in express terms by the Ropi cement Documents. Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except

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 assign its rights or interest hereunder without to the benefit of and be binding upon the parties hereto, their invirs, executors, personal representatives, the plural and vice versa, and the use of one gender shall also 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

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 .6 in the Replacement Documents and Mortgage.

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

SIRRAH ARABRAS

EXHIBIT "A"

PARCEL 1:
UNIT NUMBER 103 IN MISSION HILLS CONDOMINIUM 'M'-3 AS DELINEATED ON SURVEY OF
PART OF LOTS 1 TO 3 LYING EASTERLY OF THE CENTER LINE OF SANDERS ROAD, OF COUNTY
CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS
"PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM
"PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM
MADE 3Y LA SALLE NATIONAL BANK TRUST NUMBER 43413 AND RECORDED IN THE OFFICE OF
THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23753671
THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23753671
TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID
PARCEL ALL THE PROPERTY AND SPACE COMRPISING ALL THE UNITS THEREOF AS DEFINED AS
SET FORTH IN SAID DECLARATION AND SURVEY)

PARCEL 2:

PARKING EASEMENT OVER PARKING SPACE NUMBER G-30 AS DELINEATED ON THE SURVEY

PARKING EASEMENT OVER PARKING SPACE NUMBER G-30 AS DELINEATED ON THE SURVEY

ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF

EASEMENTS; COVENANTS AND RESTRICTIONS FOR MISSION HILLS CONDOMINIUM 'M'-3, AS

EASEMENTS; COVENANTS AND RESTRICTIONS FOR MISSION HILLS CONDOMINIUM 'M'-3, AS

EASEMENTS; COVENANTS AND RESTRICTION AND AS CREATED BY DEED FROM LA SALLE NATIONAL

PROVIDED FOR IN SAID DECLAPATION AND AS TRUSTEE UNDER TRUST NUMBER 43413 TO

BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 43413 TO

CHARLOTTEE JULIUS DATED FEBRUARY 11, 1977 AND RECORDED MARCH 14, 1977 AS DOCUME

23848707 IN COOK COUNTY, ILLINOIS

PARCEL 3:
EASEMENTS APPURTENANT TO AND FOR THE SENEFIT OF PARCEL 1, AS SET FORTH IN
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED AUGUST 8, 1973 AND
RECORDED AUGUST 8, 1973 AS DOCUMENT NUMBER 22431171, AND AS CREATED BY DEED FR
RECORDED AUGUST 8, 1973 AS DOCUMENT NUMBER 25SOCIATION, AS TRUSTEE UNDER TRUST
LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST
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LA SALLE NATIONAL BANKING ASSOCIATION AS TRUST A

STATE OF) COUNTY OF)
I, James I Joyce a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Elaine MICHAELS,
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 m, hand and notarial seal this 2 nd day of Qpn-1 2 uc1.
(SEAL) OFFICIAL SEAL JAMES JOYCE Notary Public, STATE OF ILLINOIS MY COMMISSION EXP (65: 00/20/03) MY COMMISSION EXP (65: 00/20/03)
- Mario u Smuchae
By:Marjorie fuschke
Its: Vice President
STATE OF Illinois) COUNTY OF Cook)
I, Nancy A. Sepulveda a Notary Public it and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Marjorie Truschke a(n)
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such (title), appeared before me this day in person and
acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary ect, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this
(SEAL) "OFFICIAL SEAL" NANCY A. SEPULVEDA Notary Public, State of Illinois My Commission Exp. 03/25/2003

1/28/98) DPS 69

FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index - Rate Caps)

day of March, 2001 THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to THE NORTHERN TRUST COMPANY

("Lender") of the same date and covering the property described in the Security Instrument and located at: 1740 MISSION HILLS, #103, NORTHBROOK, ILLINOIS 60062

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrice as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CALFGES

6.7500 %. The Note also The Note provides for an initial fixed interest rate of provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of , and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

227229

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX- Single Family -Fannie Mae Uniform Instrument

MP-843R (0006)

Form 3182 1/01

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Initiate the to

VMP MORTGAGE FORMS - (800)521-729

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three Pourths percentage points

2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-lighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount vill be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am e specied to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal pryments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay a the first Change Date will not be greater than 8.7500 % or less than 4.7500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 2 months. My interest rate will never be 12.7500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Charge Date until the amount of my monthly payment changes again. (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial rixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question? may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows: Initials RLEM, Form 3182 1/01 227229

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Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Dinder's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender

if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial for ad interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the previsions of Uniform Covenant 18 of the Security Instrument shall

be amended to read as follows:

Transfer of the Property or a Loneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interes s transferred in a bond for deed, contract for deed, installment sales contract or escrow agreemers, the intent of which is the transfer of title by

Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this or non shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender a'so shall not exercise this option if:
(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to he transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the mansferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days non the date the notice is given in accordance with Section 15 within which Borrower must pay all

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Initials: bh & B.

Form 3182 1/01



sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

ELAINE MICHAELS	(Seal) -Borrower	Banksea X BARBARA HARRIS	James (Seal
	(Seal) -Borrower		————(Seal) -Borrower
	(Seal) -Borrower	040	-Borrower
. 4	-Borrower	C/O	-Borrower
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