

UNOFFICIAL COPY 0010595997

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2001-07-06 10:21:58

Cook County Recorder 41.00

PREPARED BY:



0010595997

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

2000195297

This Mortgage Modification Agreement ("this Agreement") dated as of **JUNE 1, 2001** is by, between and among ~~LA SALLE NATIONAL BANK~~ LaSalle Bank National Association AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 2000 AND KNOWN AS TRUST NUMBER 126077 and not personally (the foregoing party(ies), individually and collectively, "Borrower") and THE NORTHERN TRUST COMPANY ("Lender").

WHEREAS, Lender has made a mortgage loan (the "Loan") to Borrower in the principal amount of \$ **428,600.00**, reduced by payments to a current principal balance of \$ **417,500.00**, 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 MAY 11, 2000;

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 MAY 11, 2000 and recorded in the Office of the Recorder of Deeds of **COOK COUNTY, ILLINOIS**, on **MAY 19, 2000** as Document Number **00362250**, which Mortgage secures the Existing Note and conveys and mortgages real estate located at **650 WEST FULTON PARKWAY #11, CHICAGO** in **COOK COUNTY, ILLINOIS**, legally described on Exhibit A attached hereto and identified by Pin Number: **17-09-308-001-0000** (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 **JUNE 1, 2030**, 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-CTI

CTIC, A00186362, Dept. 1231 / OF-1 FW

Trustee's Exoneration under attached hereto and made a part hereof.

TRUSTEE UNDER TRUST AGREEMENT DATED
MAY 4, 2000 AND KNOWN AS TRUST
NUMBER 1126077 & not personally
By *[Signature]*
Trust Administrator

Lasalle Bank National Association
~~LASALLE NATIONAL BANK~~
AS

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

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

9. A land trustee executing this Agreement does not make the representations and warranties above relating

8. This Agreement and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Illinois, and shall be deemed to have been executed in such State. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns, except that Borrower may not transfer or assign its rights or interest hereunder without the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them as changed or modified in express terms by the Replacement Documents.

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

6. Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, renewal and replacement of the Existing Note, is and shall be a continuing obligation of Borrower to Lender, and (ii) the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement Note were the original Note. (date of Replacement Note).

5. Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "void" and shall, from and after the date hereof, be deemed references to the Replacement Note.

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

shall cease to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note or an Adjustable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to

payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a Fixed Rate Note or a Balloon Note, from and after the date hereof, any Adjustable Rate Rider to the Mortgage

Note, which Replacement Note shall be in the principal amount of \$ 417,500.00 . Any and all accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and

3. The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement as Lender may request from time to time (collectively, the "Replacement Documents").

2. As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments

1. The recitals (whereas clauses) above are hereby incorporated herein by reference.

the parties hereto hereby agree as follows:

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged,

10-20-2005

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EXHIBIT "A"

LEGAL DESCRIPTION

UNIT 11 IN FULTON COURT CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 12 TO 22, LYING ABOVE A HORIZONTAL PLANE OF 22.23 FEET ABOVE CHICAGO CITY DATUM IN BLOCK 62 IN CANAL TRUSTEES SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'58" WEST ALONG THE NORTH LINE OF SAID TRACT 43.71 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00°00'00" WEST 87.44 FEET TO THE NORTH LINE OF THE SOUTH 82.50 FEET OF SAID TRACT; THENCE NORTH 90° WEST ALONG THE NORTH LINE OF THE SOUTH 82.50 FEET AFORESAID 208.54 FEET; THENCE NORTH 00°00'00" WEST 87.47 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°59'58" EAST ALONG SAID NORTH LINE 208.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(HEREINAFTER REFERRED TO AS THE "PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE ADD-ON DECLARATION OF CONDOMINIUM MADE BY GARAGE, L.L.C. AND RECORDED APRIL 3, 2000 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 00230045, (ORIGINAL DECLARATION RECORDED FEBRUARY 22, 2000 AS DOCUMENT NUMBER 00128664) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS AMENDED FROM TIME TO TIME (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

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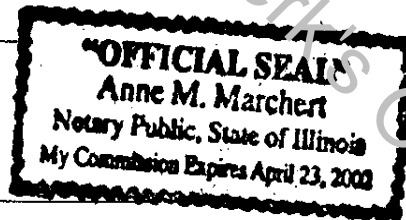
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I the undersigned a Notary public in and for said County in the State aforesaid, DO
HEREBY CERTIFY THAT LOURDES MARTINEZ, TRUST ADMINISTRATOR
of LASALLE BANK NATIONAL ASSOCIATION, as successor trustee personally
known to me to be the same person whose name is subscribed to the foregoing instrument
as such TRUST ADMINISTRATOR respectively, appeared before me this day in person
and acknowledged that he signed and delivered said instrument as his own free and
voluntary act, and as the free and voluntary act of said bank, for the uses and purposes
therein set forth;

Given under my name and notarial seal this 14th day of December 2001

Anne M. Marchert
NOTARY PUBLIC

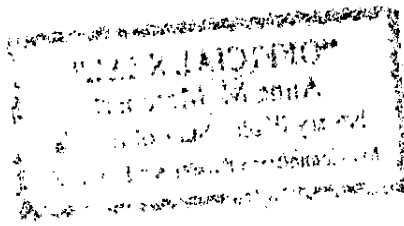


My Commission Expires: _____

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STATE OF Illinois)
COUNTY OF Cook)

I, Lou Ann Cover a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY that Edward X. Clinton, Jr. and
Catherine A. Buhrfeind

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 ~~is~~/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 1st day of June, 2001.



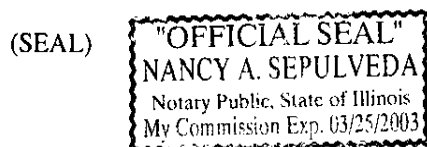
Lou Ann Cover
Notary Public

Mary B. Moran
By: Mary B. Moran
Its: Officer

STATE OF Illinois)
COUNTY OF Cook)

I, Nancy A. Sepulveda a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Mary B. Moran a(n)
Officer (title) of The Northern Trust,
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as
such Officer (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 act, 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 1st day of June 2001.



Nancy A. Sepulveda
Notary Public

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RIDER ATTACHED TO AND MADE A PART OF
(TRANSFER AGREEMENT)
MORTGAGE (EXTENSION AGREEMENT)
(ADDITIONAL ADVANCE AGREEMENT)
(MORTGAGE MODIFICATION AGREEMENT)

DATED June 1, 2001 **UNDER TRUST NO.** 126077

This instrument is executed by **LASALLE BANK NATIONAL ASSOCIATION**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE BANK NATIONAL ASSOCIATION** are undertaken by it solely as Trustee as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against **LASALLE BANK NATIONAL ASSOCIATION** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE BANK NATIONAL ASSOCIATION**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE BANK NATIONAL ASSOCIATION**, personally or as said Trustee to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE BANK NATIONAL ASSOCIATION** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

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FIXED/ADJUSTABLE RATE RIDER (One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of June, 2001, 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:
650 WEST FULLTON PARKWAY #11, CHICAGO, ILLINOIS 60614-2614

[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 agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.6250 %. The Note also 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 June, 2006, 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."

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

VMP-843R (0006)

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Initials: axh

VMP MORTGAGE FORMS - (800)521-7291



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(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 Fourths** percentage points (**2.7500 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will 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 expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. 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 at the first Change Date will not be greater than **8.6250 %** or less than **4.6250 %**. 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 12 months. My interest rate will never be greater than **12.6250 %**.

(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 Change 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 fixed 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 I 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:

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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 Lender'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 fixed 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 provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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 Lender'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. Lender also 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 the 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 transferee 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 from the date the notice is given in accordance with Section 15 within which Borrower must pay all

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Initials: *axcf*

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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.

LaSalle Bank National Association (Seal) _____ (Seal)

~~LASALLE BANK NATIONAL ASSOCIATION~~

-Borrower

-Borrower

AS TRUSTEE UNDER TRUST AGREEMENT

DATED MAY 4, 2000

AND KNOWN AS TRUST NUMBER 124077

& not personally

By: *Paula M. Martinez* (Seal) _____ (Seal)

Trust Administrator -Borrower

-Borrower

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

(Seal)

(Seal)

-Borrower

-Borrower

(Seal)

(Seal)

-Borrower

-Borrower

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AGREEMENT BY BENEFICIARY AND TRUSTEE TO NOTIFY LENDER OF A SALE OR TRANSFER OF INTEREST - PURCHASING

Name(s) of Individual Beneficiary(ies): EDWARD X. CLINTON, JR. AND CATHERINE A. BUHRFEIND

Property Address: 650 WEST FULTON PARKWAY #11
CHICAGO, ILLINOIS 60614-2614

Lender: THE NORTHERN TRUST COMPANY
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

Date of Mortgage or Deed or Trust JUNE 1, 2001
Amount of Mortgage Loan 417,500.00
Trustee: LASALLE NATIONAL BANK National Association
Trust No.: 126077

In consideration of the Lender's making the subject mortgage loan, the undersigned Beneficiary(ies) and the undersigned Trustee undertake irrevocably to the Lender, its successors and assigns, that

- (1) the Beneficiary(ies) will not assign the beneficial interest, or take any other action by which all or any part of the property or an interest therein or in the trust including a beneficial interest is sold or transferred; and
- (2) the Trustee will not accept or recognize any assignment of the beneficial interest or follow any directions from any beneficiary or assignee of the beneficial interest, or take any other action by which all or any part of the property or an interest therein or in the trust including a beneficial interest is sold or transferred,

without first notifying the lender in writing by certified mail, return receipt requested, to Lender's address stated on the Mortgage Note, or to such other address as Lender may designate to Borrower. Such giving of notice to Lender shall in no way diminish or negate the Lender's right under the mortgage instruments, at Lender's option, to declare all the sums owing under the mortgage instruments to be immediately due and payable.

This Agreement amends the trust agreement which governs the subject Trust.

Signed:

Edward X. Clinton, Jr.
Beneficiary EDWARD X. CLINTON, JR. as Trustee
Date: JUNE 1, 2001

Catherine A. Buhrfeind
Beneficiary CATHERINE A. BUHRFEIND, as Trustee
Date: JUNE 1, 2001

Beneficiary
Date: JUNE 1, 2001

Beneficiary
Date: JUNE 1, 2001

By: _____

~~LASALLE NATIONAL BANK~~

LaSalle Bank National Association, as successor
Trustee, not personally but as
Trustee under Trust Agreement
dated 5/04/00, and known
as Trust No. 126077

Date: JUNE 14, 2001

By: James W. Martin
Trust Administrator

"We do hereby certify the above and foregoing to
be a true, complete and correct copy of the
original according to our files.

LASALLE BANK National Association
formerly known as LASALLE NATIONAL
BANK

Date: 6/14/01

By: James W. Martin
Authorized Officer

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