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PREPARED BY:

Cook County Recorder

37.00

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

5757088

772C A 60186419, dept 1237, 1 6F 1

This Mortgage Modification Agreement ("this Agreement") dated as of DECEMBER 1, 2001 by, between and among NICHOLAS M. CAMPBELL AND JULIE H. CAMPBELL, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY

(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 \$ 500,000.00 , reduced by payments to a current principal balance of \$ 468,219.23 , 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 AUGUST 13, 1996 ;

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 AUGUST 13, 1996 and recorded in the Office of the Recorder of Decds of COOK COUNTY, ILLINOIS , on AUGUST 14, 1996 as Document Number 98622836, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 195 OLD FARM ROAD, NORTHFIELD in COOK COUNTY, ILLINOIS , legally described on Exhibit 4 attrobed hereto and identified by Pin Number: 14-13-303-011-0000 (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 <a href="Exhibit B">Exhibit B</a> which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2026, 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-CN

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OULTE H. CÁMPBELL

day and year first above written.

NICHOLAS

IN MITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the

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

in the Replacement Documents and Mortgage.

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

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 off erw se, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shan also denote the others. This Agreement shall inute to the benefit of and be binding upon the parties hereto, in it heirs, executors, personal representatives, successors and assigns, except that Borrower may not transfer or a sugn its rights or interest hereunder without the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them

Note were set forth and described in the Mortgage.

7. The parties hereto further agree and all force and effect and shall be binding upon them except as changed or modified in express terms by the Replacement Documents.

Achieved by More dated

6. Borrower hereby agrees and confirms that (i) the Replacement Mote, as an amendment, restatement, renewal and replacement of the Existing Mote, is and shall be a continuing obligation of Borrower to Lender, and (ii) the lien of the Mortgage 22.41 secure the Replacement Mote to the same extent as if the Replacement and (iii) the lien of the Mortgage 22.41 secure the Replacement Mote to the same extent as if the Replacement

5. Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "Renewed by Note dated DECEMBER 1, 2001 " (date of Replacement Note).

shall, from and after the Replacement Mote, the Lender shall return the Existing Mote to Borrower marked

be of any effect. A Reference: in the Mortgage and related documents to the "Note" and riders and attachments thereto

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

I. 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,

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STATE OF ) COUNTY OF )				
I, Dale E. PETERNE a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that NCK CAMPAEU,				
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 16 day of January 5002				
OFFICIAL SEAL  DALE E. PETRISHE  NOTARY, PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 7-12-2005  Notary, Public				
MayorMolan				
By: Mary B. Moran  Its: 2nd Vice President				
STATE OF II ) 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  2nd vice President (title) of The Northern Trust Co.  who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as				
such 2nd. Vice President (title), appeared before me this day 1. 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 <u>1st</u> day of <u>December</u> , 2001				
(SEAL)  "OFFICIAL DEAL"  NANCY A. SEDULVEDA  Notary Public, State of Illinois  My Commission Exp. 03/25/2003  Notary Public				

(01/28/98) DPS 692

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### Exhibit A ...

AT PART OF A TRACT OF AND DESCRIBED AS THAT PART OF TO NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 454.08 FEET; THENCE EASTERLY 495 FEET TO A POINT 448 3 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SAID SOUTHWEST 1/4; THENCE SOUTH 448.8 FEET; THENCE WEST 495 FEET TO THE POINT OF BEGINNING, WHICK IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SMID ABOVE FIRST TRACT 248.29 FEET NORTH OF THE SOUTHWEST CORNER OF THE SAID FIRST DESCRIBED TRACT, THENCE NORTH ALONG SAID WEST LINE 205.79 FEET TO THE NORTHWEST CORNER OF SAID FIRST DESCRIBED TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID FIRST DESCRIBED TRACT 274.7 FEET; THENCE SOUTHWEST ALONG A STRAIGHT LINE 238.20 FEET MORE OR LESS TO A POINT 248.4 FEET NORTH OF THE SOUTH LINE OF SAID FIRST DESCRIBED TRACT AND 150 FEET EAST OF THE WEST LINE OF SAID FIRST DESCRIBED TRACT, THENCE WEST 150 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

PERPETUAL EASEMENT FOR THE BENEFIT OF LARCEL 1 OF 40 FEET IN WIDTH CENTERED ALONG THE FOLLOWING DESCRIBED LINE IN THE SOUTH THREE-QUARTERS OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 AFORESAID COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH THREE-QUARTERS OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, 742.83 FEET SOUTH OF THE NORTH LINE THEREOF. THENCE WEST ALONG A LINE 742.83 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTH THREE-QUARTERS OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 TO A FOINT 832.36 FEET EAST OF THE WEST LINE OF SAID SOUTH THREE-QUARTERS OF THE NORTHUEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE NORTHWESTERLY ON A STRAIGHT LINF TO A POINT 247.61 FEET SOUTH OF THE NORTH LINE AND 522.68 FEET EAST OF THE WEST LITE OF SAID SOUTH THREE-QUARTERS OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF STOTION 13 AND THENCE WEST ALONG A LINE 247.61 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SAID SOUTH THREE-QUARTERS OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 TO THE WEST LINE OF SAID SOUTH THREE-QUARTERS OF THE NORTHWEST 1/4 OF TAE SOUTHWEST 1/4 OF SECTION 13 FOR DRIVEWAYS, PARKWAYS AND UTILITIES FOR USE OF ALL PARTIES OWNING A PART OR PORTIONS OF THE LAND DESCRIBED AS; THAT PART OF THE NOW LEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 RUNNING THENCE NORTH 6.88 CHAINS RUNNING THENCE EAST 7.50 CHAINS RUNNING THENCE SOUTH 6.80 CHAINS AND RUNNING THENCE WEST 7.50 CHAINS TO THE POINT OF BEGINNING, AS CREATED BY AGREEMENT BY AND BETWEEN ELIZABETH OWENS TEMPLETON AND OTHERS DATED NOVEMBER 23, 1935 AND RECORDED JANUARY 25, 1936, AS DOCUMENT NUMBER 11749564 AND FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR 712198 ALL IN COOK COUNTY, ILLINOIS ALSO

### Exhibit A(v)

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INSTRUMENT BETWEEN ELIZABETH

OWENS TEMPLETON, AND OTHERS, AND LEWIS A. STEBBIS DATED NOVEMBER 23, 1935 AND RECORDED JANUARY 25, 1936 AS DOCUMENT NUMBER 11749564 AND REGISTERED ON JANUARY 25, 1936 AS DOCUMENT NUMBER LR 712198 FOR DRIVEWAYS, PARKWAY AND UTILITIES OVER THE 40 FOOT STRIP OF LAID CENTERED ALONG THE SOUTH LINE OF THE NORTH 742.83 FEET OF THE SOUTH 3/4 OF THE MORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART IN PARCEL 2 AFORESAID AND EXCEPT SHAT PART IN SUNSET RIDGE ROAD) IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PACCEL 1 AS DISCLOSED BY INSTRUMENT RECORDED AS DOCUMENT 13436463 FOR INGRESS AND EGRESS OVER A STRIP OF LAND 40 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, WHICH POINT IS 248.29 FEET NORTH OF THE SOUTH LINE OF SAID NORTHFAST 1/4 OF SOUTHWEST 1/4; THENCE RUNNING EAST 295 FEET MORE OR LESS TO A POINT WHICH IS 240 50 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THAT PART OF THE STRIP OF LAND FALLING IN PARCEL 1.

### FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of December, 2001 and is incorrorated 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: 195 OLD FARM ROAD, NORTHFIELD, ILLINOIS 60093

[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 PATE BORROWER MUST PAY.

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

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANCES

5.5000 %. 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, 2, follows:

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CAANGES

(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 December, 2006 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 "C' ar 3º Date."

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

843R (0006)

Initials:

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VMP MORTGAGE FORMS - (800)521-7291

#### (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

( 2.7503 %) 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 defermine 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 por nearts. 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 7.5000 % or less than 3.5000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Counge 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 11.5000 %.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date 1 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 matial 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? 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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D.

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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 Borrowe, is not a natural person and a beneficial interest in Borrower is sold or transferred) without Londer'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 exer ise is prohibited by Applicable Law.

If Lende, e ercises 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 in ed 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 Bone ic al Interest in Borrower. As used in this Section 18, "Interest in the Property" means any 15, all 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 opion shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not be 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 rea chable 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 incomment. 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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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, Fixed Adjustable Rate/Rider	Borrower accepts and agrees to	the terms and covenants conta	ined in this
NICHOLAS M. CAMPBILL	(Seal)	H. CAMPBELL	-Borrower
	(Seal)		(Seal)
	-Borrower		-Borrower
	(Sad)		
	-Borrower		(Seal) -Borrower
	(Carl)		
	-Borrower		(Seal) -Borrower
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