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2002-04-15 11:02:33

Cook County Recorder

27.00

PREPARED BY: BRIDGET A. MONAHAN
THE NORTHERN TRUST COMPANY

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



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CTIC A00186433, dept 1237, 1 of 1 FW

Property of Cook County Clerk's Office

CONSTRUCTION LOAN MODIFICATION AGREEMENT

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This Construction Loan Modification Agreement (this "Agreement") dated as of **February 1, 2002**, is between and among **Edward S. Best and Jane Z. Best, husband and wife** ("Borrower"), and THE NORTHERN TRUST COMPANY ("Lender").

WHEREAS, Lender has previously made a construction loan (the "Loan") to Borrower in the principal amount of \$ **840,000.00**, 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 "Note") dated **June 1, 2001**:

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") date **June 1, 2001**, and recorded in the Office of the Recorder of Deeds of Cook COUNTY, ILLINOIS, on **June 12, 2001**, as Document Number **001059342**, which Mortgage secures the Note and conveys and mortgages real estate located at **9425 Hamilton Avenue, Evanston, Cook COUNTY, ILLINOIS**, identified by P.I.N. **10-14-112-047-0000**, together with all fixtures and improvements thereon, legally described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Lender represents that it is the owner and holder of the 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.

WHEREAS, the parties hereto wish to modify certain terms of the Loan as more fully described herein.

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

1. The recitals above are hereby incorporated herein by this reference and made a part hereof as if fully set forth as paragraphs in this Agreement.
2. Section 3 of the Note is hereby modified to provide that Borrower will make its monthly payment of principal and interest on the first day of each month beginning on **March 1, 2002**.
3. Section 3(B) of the Note is hereby modified to provided that Borrower's initial monthly payments will be in the amount of **\$4,938.63** U.S.
4. The Maturity Date of the Mortgage is extended and shall run concurrently with the Maturity Date of the Note as amended and as hereinafter extended.

BOX 333-CTT

5. Wherever in the Mortgage, the Note or any other document evidencing, securing or guaranteeing the Loan (collectively, the "Loan Documents") made pursuant to the Note reference is made to the Mortgage or the Note, such reference shall from and after the date hereof be deemed a reference to the Mortgage or the Note as hereby modified. From and after the date hereof the Mortgage shall secure the Note as amended with interest thereon, plus any other sums and obligations stated therein to be secured thereby.


6. The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the Loan Documents are hereby ratified and confirmed, and the Loan Documents shall stand and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by this Agreement.

7. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mail, postage prepaid, addressed if to Lender to its main banking office indicated above (Attention: Division Head, Home Loan Center), and if to Borrower to its address set forth below, or to such other address as may be hereafter designated in writing by the respective parties hereto or, as to Borrower, may appear in Lender's records.

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 in the Loan Documents.


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

BORROWER:



Edward S. Best

Address:
9425 Hamlin Avenue
Evanston, Illinois 60203





Jane Z. Best

Address:
9425 Hamlin Avenue
Evanston, Illinois 60203

MORTGAGEE:

THE NORTHERN TRUST COMPANY, an
Illinois banking corporation

By: 
Its: 

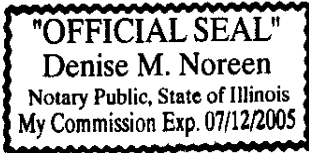
STATE OF)
COUNTY OF COOK)

I, DENISE M. NOREEN a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that EDWARD S. BEST and JANE Z. BEST, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me and acknowledged that he/she/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 15th day of FEBRUARY

(SEAL)

Denise M. Noreen
Notary Public



Mary B. Moran
By: Mary B. Moran
Its: 2nd Vice President

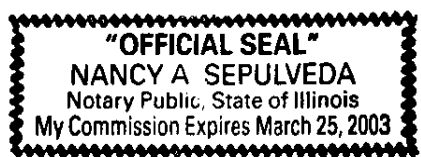
STATE OF IL)
COUNTY OF COOK)

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) 2nd Vice President (title) of THE NORTHERN TRUST COMPANY, 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 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 February, 2001

(SEAL)

Nancy A. Sepulveda
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOT 18 (EXCEPT THE NORTH 15 FEET THEREOF) AND LOT 17 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 3 TOGETHER WITH THE WEST ½ OF THE VACATED ALLEY LYING EAST OF SAID PARTS OF LOTS 17 AND 18 IN THE RESUBDIVISION OF LOTS 11 TO 38 BOTH INCLUSIVE IN BLOCK 2 AND LOTS 1 TO 38 BOTH INCLUSIVE IN BLOCK 3 AND LOTS 7 TO 15 BOTH INCLUSIVE IN BLOCK 4 IN EVANSTON LINCOLNWOOD 6TH ADDITION, A SUBDIVISION OF THE WEST 14 ACRES OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH LOT 9 IN BLOCK 3 IN EVANSTON LINCOLNWOOD 5TH ADDITION, A SUBDIVISION OF THAT PART OF THE SOUTH 6 ACRES OF THE EAST 26 ACRES LYING EAST OF THE WEST 14 ACRES OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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