PREPARED BY:

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

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Cook County Recorder

35.00

### MORTGAGE MODIFICATION AGREEMENT

2000213007

IC A 00186 456, dept 1237,

This Mortgage Modification Agreement ("this Agreement") dated as of APRIL 1, 2002 by, between and among

MICHAEL GALLO AND ROSE ANN GALLO, HUSBAND AND WIFE

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

("Lender").

WHEREAS, Lender has made a mortgage lorn (the "Loan") to Borrower in the principal amount of , reduced by payments to a current principal balance of \$ 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 2, 2000

WHEREAS, Borrower has executed and delivered to Lender a mor gage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated and recorded in the Office of the Recorder of Deeus of COOK COUNTY, AUGUST 2, 2000 00763023 SEPTEMBER 29, 2000 as Document Number ILLINOIS which Mortgage secures the Existing Note and conveys and mortgages real estate located at 800 NORTH MICHIGAN AVENUE, 2803, CHICAGO , legally described on Exhibit A satisched hereto and in COOK COUNTY, ILLINOIS identified by Pin Number: 17-03-231-002 & 003 & 004 & 005 & 008 (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 , and such note incorporated herein by reference (such note together with all SEPTEMBER 1, 2030 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

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ROSE ANN GALLO

MICHAEL GALLO

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

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

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

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 assign its rights or interest hereunder without to the benefit of and be binding upon the parties hereto, there is 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 instrurtent executed in connection herewith shall be governed by

as changed or modified in express terms by the Kep acement Documents. 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

Note were set forth and described in the Mortgage. and (ii) the lien of the Mortgage anan secure the Replacement Note to the same extent as if the Replacement renewal and replacement of the Lylsting Note, is and shall be a continuing obligation of Borrower to Lender, Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement,

" (date of Replacement Note). | APRIL 1, 2002 "Renewed by Note dated."

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

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

be of any effere.

or an Ath stable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to 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

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

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

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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### EXHIBIT A

### THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1: UNIT NO. 2803 IN 800 NORTH MICHIGAN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 2, 7, 8 AND 9 IN THE PARK TOWER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINUM RECORDED AS DOCUMENT NUMBER - DOCUMENT WITH ITS UNDIVIDED PLRCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE RIGHT TO THE USE OF PARKING SPACE(S) P-68 LOCATED IN THE "GARAGE PROPERTY" AS DESCRIPED IN AND AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER

AS DELIMPATED ON THE PLAT OF SURVEY ATTACHED THERETO.

PARCEL 3: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE CS-78, LOCATED IN THE "RESIDENTIAL STORAGE AREA" AS DESCRIBED IN AND AS CREATED BY THE DECLARATION OF COVENANTS,—CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER—ODS MOST AS DELINEATED ON THE PLAT OF SURVEY ATTACHED THERETO.

PARCEL 4: EXCLUSIVE AND NON-EXCLUSIVE PASEMENTS MORE PARTICULARLY DESCRIBED AND DEFINED IN DECLARATION OF COVENANTS, COMPITIONS, RESTRICTIONS AND EASEMENTS MADE BY AND BETWEEN PARK HYATT TOWER ASSOCIATES AND PARK TOWER, L.L.C. DATED

AND RECORDED ~ 92/03 AS DOCUMENT NUMBER ~ 055/465, WHICH ARE APPURTENANT TO AND FOR THE BENEFIT OF PARCYL 1 AFORESAID.

STATE OF (SOME )
1, Land M. 1416/14 a Notary, Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL & KOSE And Callo
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 any hand and notarial seal this day of
COERICIAL SEAL" Dans M. Salcia
JOANNE M. TARGIA Notary Public, State of Illinois My Commission Expires 4/2/05
Mayrideosan
By: Mark B. Moran
Its: 2nd Vice President
STATE OF 11 ) 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
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 <u>1st</u> day of <u>April</u> , 2002
(SEAL)  "OFFICIAL SEAL"  NANCY A. SEPULVEDA Notary Public, State of Illinois My Commission Expires March 25, 2003

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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 April, 2002, 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: 800 NORTH MICHIGAN AVENUE, 2803, CHICAGO, ILLINOIS 60611

[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 provides for a change in the initial fixed rate to an adjustable interest rate, a follows:

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

#### (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of April, 2007, 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 of an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

#### 2000213007

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

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Form 3/32 1/01

Page 1 of 4 Initials VMP MORTGAGE FORMS - (80

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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 eac! Change Date, the Note Holder will calculate my new interest rate by adding Two and Three Scientis percentage points

( 2.7505 %) 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 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 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 7.8750 % or less than 3.8750 %. 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 11.8750 %.

#### (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:

2000213007

-843R (0006)

Page 2 of 4

Form 3182 1/01



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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 Borrov er 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 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 Coverant 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 Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any 16 gal 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 interes 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 (ran ferce; 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

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 transfered to keep all the promises and agreements made in the Note and in this Security incoment. Borrower will continue to be obligated under the Note and this Security Instrument an'ess 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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843R (0006)

Page 3 of 4

Form 3182 1/01



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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.

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