2734/8152 55 801 Page 1 of 9 **2002-10-25 10:25:3**2

Cook County Recorder

40.00

PREPARED BY: Justin Kappers



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

2000431144

This Mortgage Modification Agreement ("this Agreement") dated as of SEPTEMBER 1, 2002 by, between and among Carolyn Elizabeth LeBlanc Blatt as Trustee of the Carolyn Elizabeth LeBlanc Blatt Family Trust DATED JULY 28, 1994

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

("Lender").

is

WHEREAS, Lender has made a mortgage It an (the "Loan") to Borrower in the principal amount of \$435,000.00 , reduced by payments to a critical principal balance of \$432,308.99 , 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

WHEREAS, Borrower has executed and delivered to Lender a nortgage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified c. amended, the "Mortgage") dated FEBRUARY 27, 2002 and recorded in the Office of the Recorder of Devels of Cook COUNTY, ILLINOIS , on MARCH 13, 2002 as Document Number 0020283218, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 1415 N. Dearborn Street #7D &8D, Chicago in Cook COUNTY, ILLINOIS , legally described on Exhibit A attached hereto and identified by Pin Number: 17-04-211-034-1077 (together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and berrower represents that it is the owner of the Froperty 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 APRIL 1, 2032 , 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;

/\<sup>\\</sup>

BOX 333-CTP

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

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

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

- The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement . Any and all Note, which Replacement Note shall be in the principal amount of \$ 432,308.99 accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and payable and r 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 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 Rite Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to be of any effect.
- References in the prortgage and related documents to the "Note" and riders and attachments thereto shall, from and after the date hereof, be deemed references to the Replacement Note.
- Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked " (date of Replacement Note). STPTEMBER 1, 2002 "Renewed by Note dated
- Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, renewal and replacement of the Exi ting 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 set forth and described in the Mortigage.
- The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the Mortgage shall stand and remain unchanged and in run force and effect and shall be binding upon them except as changed or modified in express terms by the Replacement Documents.
- 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 Replacement Documents and Mortgage.
- A land trustee executing this Agreement does not make the representation, 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 attached hereto (if applicable) is hereby incorporated herein by reference.

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

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Caroly Elysteel JeBlene Stath as Trustee	
Carolyn Elizabeth LeBlanc-Blatt as	
Trustee of the Carolyn Elizabeth LeBlanc	
Blatt Family Trust	
DATED JULY 28, 1994	

STATE OF III( COCK )
BARRADA MOTON
aforesaid, DO HEREBY CERTIFY that Kicked L. Blatt and Covolyn Elizabeth,
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 by hand and notarial seal this 12 day of SEPTEMBER 2002
(SEAL) "OFFICIAL SEAL" BARBARA (PTON Notary Public, State of Illinois My Commission Expires C728/02  Notary Public
Mary & Moran
By: Moran 2nd Vice President
Its:
STATE OF 11 ) COUNTY OF Cook )
I, Nancy A. Sepulveda  State aforesaid, DO HEREBY CERTIFY that Mary B. Moran  2nd Vice President (title) of The Northern Trust  who is personally known to get the state 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
GIVEN under my hand and notarial seal this day of September, 2002
(SEAL)  "OFFICIAL SEAL"  NANCY A. SEPULVEDA  Notary Public, State of Illinois  My Commission Expires March 25, 2003

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### **EXHIBIT A**

MORTGAGOR FURTHERMORE EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS AS RIGHTS AND EASIMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN. UNI NO. 7D AND 8D IN 1415 NORTH DEARBORN CONDOMINIUM, TOGETHER WITH ITS UPULVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT AMEN.

AT OF T.

Continue Clark's Office NUMBER 24065225 AS AMENDED FROM TIME TO TIME, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, MACT OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

21177389

### FIXED/ADJUSTABLE RATE RIDER

(C)ne-Year Treasury Index - Rate Caps)

TF IS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of September, 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 Borr, we's Fixed/Adjustable Rate Note (the "Note") to THE NORTHERN TRUST COMPANY

("Lender") of the same Late and covering the property described in the Security Instrument and located at: 1415 N. Dearborn Street #7D &8D, Chicago, ILLINOIS 60610

[Property Address]

THE NOTE PROVIDES TO 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 COVENANT'S. 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 CLANGES

The Note provides for an initial fixed interest rate of 5.5000 %. 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 September, 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 to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a Cornge Date."

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

**EXID-843R** (0006).01 Page 1 of 4 Initio VMP MORT GAGE FORM\$ - (800)521-7

(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 11 dex is no longer available, the Note Holder will choose a new index that is based upon comparable in a mation. The Note Holder will give me notice of this choice.

(C) Calcuration of Changes

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

( 2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eight, 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 7.5000% or less than 3.5000%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Coange 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 Pate. 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 in all fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the fixed 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

 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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Initials B

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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 see red by this Security Instrument. However, this option shall not be exercised by Lender

if such exercise is prohibited by Applicable Law.

If Leuder 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 Porrower 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 preficial 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 property 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 oution shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also analy 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 Lestrement is accentable to that the risk of a breach of any covenant or agreement in this Security I strument is acceptable to

To the extent permitted by Applicable Law, Lender may charge a resonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the quarafferee 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 in the ment. Borrower will continue to be obligated under the Note and this Security Instrument anless 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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**P-843R** (0006).01

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Initials:

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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/Adjutable Rate Rider.

1 0 Silver & Plane Blade	(C1)
aroun Cliff with Le Branc (Seal)	(Seal)
Carolyn Elizabeth FeBlanc-Blatt as Borrower	-Borrower
Trustee of the Carol a Elizabeth	
LeBlanc Blatt Family True DATED	
July 28, 1994	
(Seal)	(Seal)
-Borrower	-Borrower
0/	
	(Seal)
(Se. l)	
-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): Richard L. Blatt AND Carolyn Elizabeth LeBlanc Blatt

Property Address: 1415 N. Dearborn Street #7D &8D

Chicago, ILLINOIS 60610

Lender: THE NORTHERN TRUST COMPANY

50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675

Date of Mortgage or D'ed or Trust SEPTEMBER 1, 2002

Amount of Mortgage Loar.

432,308.99

Trustee:

Trust No.:

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 suc estors and assigns, that

- 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
- 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 cransferred,

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.

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e subject Trust.
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Ву:
Trustee, not personally but as Trustee under Trust Agreement
dated <u>7/28/1994</u> and known as Trust No.
Date: SEPTEMBER 1, 2002