2002-10-25 14:59:03

Cook County Recorder

38.00

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

This Mortgage Modification Agreement ("this Agreement") dated as of SEPTEMBER 1, 2002

by, between and among Richard L. Potter AND Carcin L. Potter, 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 aclified or amended, the "Existing Note") dated DECEMBER 22, 1998

WHEREAS, Borrower has executed and delivered to Lender a r.ongage (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 Leas of Cook COUNTY, DECEMBER 22, 1998 , on DECEMBER 30, 1998 as Documer'. Number **ILLINOIS** which Mortgage secures the Existing Note and conveys and mortgages real estate 1 ) cated at 215 Ridge, Winnetka , legally described on Exhibit A anached hereto and in Cook COUNTY, ILLINOIS identified by Pin Number: 05-21-300-059-0000 (together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Serrower 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 such riders and attachments, the "Replacement Note"), as such terms have been disclosed in the disclosures JANUARY 1, 2029 given to Borrower by Lender in contemplation of this modification;

BOX 333-CT

Res 1237

CTECA00190 BYO

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.

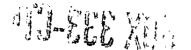
As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments as Lender may request from time to time (collectively, the "Replacement Documents").

- The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement Note, which Replacement Note shall be in the principal amount of \$ accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and 690,682.06 payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a Fixe. R te Note or a Balloon Note, from and after the date hereof, any Adjustable Rate Rider to the Mortgage shall ceres to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note or an Ad ustable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to
- Reference in the Mortgage 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
- "Renewed by Note dated SEPTEMBER 1, 2002 " (date of Replacement Note).

  6. Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, renewal and replacement of the Fxisting 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 hiertgage.
- The parties hereto further agree that in 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 as changed or modified in express terms by the I eplacement 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 hoirs, executors, personal representatives, successors and assigns, except that Borrower may not transfer or asson its rights or interest hereunder without the prior written consent of Lender. Terms not otherwise defined herein rail have the meaning given to them in the Replacement Documents and Mortgage.
- 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 attached hereto (if applicable) is hereby incorporated herein by reference.

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

Richard L. Potter	Carolyn L. Potter



STATE OF COUNTY OF	Illinois Cook	)	
1,	L. Kvapil REBY CERTIFY tha		Notary Public in and for said County in the State L. Potter and Carolyn L. Potter ,
instrument appeare	ed before me and ack	mowledged that	erson(s) whose names are subscribed to the foregoing (s)he/they signed and delivered the said instrument as posses therein set forth.
GIVEN under my	hand and notarial sea	d this 16th	day ofSeptember, 2002
(SEAL)	OT FICIAL SE DEBTO L. KVA Notary Puhits, State of My Commission Fapine	AL" \$ PIL \$ of Illinois \$	Notary Public Kospil
	_As	u Óls	Bar
	By:2r	nd Vice Pre	
STATE OF COUNTY OF	Il Cook	)	
State aforesaid, 2nd Vice		(title) of_	The Northern Trust,
such 2nd vacknowledged the	<u>Vice President</u> at (s)he signed and d	elivered the said	whose name is subscribed to the foregoing instrument as (title), appeared before me this day in person and instrument as his/her free and voluntary est, and as the s and purposes therein set forth.
GIVEN under m	y hand and notarial s	eal this 1st	day of <del>September, 2002</del> .
(SEAL) N	"OFFICIAL SEAL" ANCY A. SEPULYS tary Public Stat.	_ &	Notaty Public School School

Property or Coot County Clert's Office

#### **EXHIBIT A**

Property of Cook County Clark's Office

LOT 1 IN COYLE'S RESUBDIVISION OF PORTIONS OF LOTS 8 AND 9 IN BLOCK 2 IN JOHN C. GARLANDS ADDITION TO WINNETKA IN SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID RESUBDIVISION RECORDED JUNE 1, 1976 AS DOCUMENT NUMBER 23504902 IN COOK COUNTY, ILLINOIS

21181888

Property of Cook County Clerk's Office

### FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index - Rate Caps)

day of September, 2002 THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st 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 F.xed/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: 215 Ridge, Winnetka, ILLINOIS 60093

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE PIZZEST 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 focurity Instrument, Borrower and Lender further covenant and agree as follows:

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

5.2500 %. 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 race as follows:

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

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interes, rate on the first day of , and the adjustable interest rate I will ray may change on that September, 2007 day every 12th month thereafter. The date on which my initial fixed interest rate change; to un adjustable interest rate, and each date on which my adjustable interest rate could change, is called a 'Change Date."

2000163336

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

-843R (0006).01

Initials:

VMP MORT GAGE FORMS - (800)521-729

#### (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 ... ate 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 comparate information. The Note Holder will give me notice of this choice.

#### (C) C liculation 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 on reighth 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 cetermine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Your 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 7.2500 % or less than 3.2500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by mor than two percentage points from the rate of interest I have been paying for the preceding 12 mon2s. M interest rate will never be greater than 11.2500 %.

#### (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 in 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 recaired 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: 2000163336

**MP-843R** (0006).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 bonower 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 seeved by this Security Instrument. However, this option shall not be exercised by Lender

if such exercise is prohibited by Applicable Law.

If Lenda 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 fix a 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 reo isions of Uniform Covenant 18 of the Security Instrument shall

be amended to read as follows:

Transfer of the Property or a Provice all 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 rans erred 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 Interes' in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial ince es 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 shill 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 bansferee; 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 Institute in its accentable to that the risk of a breach of any covenant or agreement in this Security Instant 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 ransferee to keep all the promises and agreements made in the Note and in this Security his rangent. Borrower will continue to be obligated under the Note and this Security Instrument in 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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2000163336

**PAP-843R** (0006).01

Initials: 21

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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 Fixe J A djustable Rate Rider.

No. of Water	(Seal) -Borrower	Carolyn L. Potter	(Seal) -Borrower
0,5	(Seal) -Borrower		(Seal) -Borrower
	(Sed) -Born wer	, , , , , , , , , , , , , , , , , , ,	(Seal) -Borrower
	(Seal) -Borrower	The Continue of the Continue o	(Seal) -Borrower
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