2002-11-21 09:28:45 30.00

Cook County Recorder

PREPARED BY: Rotimi Sekoni



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

2000220194

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

Corey A. Minturn AND Katherine P. Minturn, HUSBAND AND WIFE

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

("Lender").

WHEREAS, Lender has made a mortgage locn (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 ev dencing the Loan (the note, together with any and all riders and attachments thereto, as and if previously medified or amended, the "Existing Note") dated MAY 21, 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 of amer ded, the "Mortgage") dated MAY 21, 2001 and recorded in the Office of the Recorder of Deeds of Cook COUNTY, ILLINOIS , on MAY 23, 2001 as Document Number which Mortgage secures the Existing Note and conveys and mortgages real estate locater, at 10435296 1427 Asbury Avenue, Winnetka in Cook COUNTY, ILLINOIS

identified by Pin Number: 05-18-217-018-0000

, legally described on $\underline{\text{Exhibit } A}$ attached hereto and

(together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Borrowe 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 OCTOBER 1, 2017 , 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;

> Rev. 03/18/02 DPS 690



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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 922,792.48 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 payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a Fixed Kate 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 Adjus able Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to
- References in the Mortgage and related documents to the "Note" and riders and attachments thereto be of any effect. 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). CCTOBER 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 Existing Note, is and shall be a continuing obligation of Borrower to Lender, and (ii) the lien of the Mortgage small secure the Replacement Note to the same extent as if the Replacement Note were set forth and described in the Mortgage.

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 R placement 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 accordance 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 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.

y A. Minturn

| STATE OF | |
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| COUNTY OF |) |
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| 1, Year Auterson | a Notary Public in a |
| aforesaid, DO HEREBY CERTIFY that | Corry and Katharine Minaum |
| who is/are personally known to me to be | · · · · · · · · · · · · · · · · · · · |
| 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 un'er my hand and notarial seal this | 21_day of October |
| (SEAL) | Chan Man Andun |
| "OFFICIAL SEAL" | Notary Public |
| Notary Public, State of Illinois My Commission Expires 12/12/05 | |
| My Commission Expires | 11.00 |
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| By:Mary B. | Abrran |
| , | |
| Its: | President |
| STATE OF IL | |
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| COUNTY OF Cook) | $\mathbf{C}_{\mathbf{c}}$ |
| I, Nancy A. Sepulvedda | Mary Pa Notary Public in and for said County in |
| State aforesaid, DO HEREBY CERTIFY to 2nd Vice President | that raily b. Mctan |
| who is personally known to me to be the same | person whose name is subscribed to the forgoing instrument as (title), appeared before most instrument as |
| acknowledged that (2) | (title), appeared before me this day in person and |
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| free and voluntary act of said corporation, for | the uses and purposes therein set forth. |
| GIVEN under my hand and notarial seal this | |
| | |
| (SEAL) "CFECIAL SEAL" NANCY A SEPULVEDA Notary Public State of Illinois My Commission Expire: March 25, 2003 | Motary Public Aslepulos |

Property of Coot County Clert's Office

"EXHIBIT A"

LOT 19 IN BLOCK 22 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTION 17 AND SECTION 18, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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