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2003-04-02 13:50:58  
Cook County Recorder 30.00



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PREPARED BY:  
Sandra Santana

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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D111902

MORTGAGE MODIFICATION AGREEMENT

2000078126

This Mortgage Modification Agreement ("this Agreement") dated as of JANUARY 1, 2003  
by, between and among  
Terrence R. Brady AND Cynthia A. Brady, As Husband and Wife

is

H-Jm

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

("Lender").

WHEREAS, Lender has made a mortgage loan (the "Loan") to Borrower in the principal amount of  
\$ 995,000.00 , reduced by payments to a current principal balance of \$ 937,778.85 ,  
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  
FEBRUARY 13, 1998 ;

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") dated  
FEBRUARY 13, 1998 and recorded in the Office of the Recorder of Deeds of Cook COUNTY,  
ILLINOIS , on FEBRUARY 17, 1998 as Document Number 98122801 ,  
which Mortgage secures the Existing Note and conveys and mortgages real estate located at  
615 Spruce Street, Winnetka  
in Cook COUNTY, ILLINOIS , legally described on Exhibit A attached hereto and  
identified by Pin Number: 05-21-103-015  
(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  
JANUARY 1, 2018 , 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;

CHARGE C.T.I.C. DUTY  
CHARGE C.T.I.C. DUTY

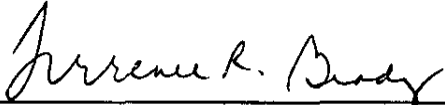
BOX 333-CT

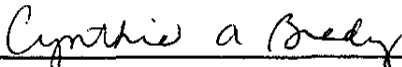
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NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The recitals (whereas clauses) above are hereby incorporated herein by reference.
2. 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").
3. 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 \$ 937,778.85 . Any and all 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 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 Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to be of any effect.
4. References 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.
5. Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "Renewed by Note dated JANUARY 1, 2003 " (date of Replacement Note).
6. 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 shall secure the Replacement Note to the same extent as if the Replacement Note were set forth and described in the Mortgage.
7. The parties hereto further agree that all 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 Replacement Documents.
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 Replacement Documents and Mortgage.
9. 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.

  
Terrence R. Brady

  
Cynthia A. Brady

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STATE OF ILLINOIS )  
COUNTY OF COOK )

I, LAURA STONE a Notary Public in and for said County in the State  
aforesaid, DO HEREBY CERTIFY that TERRENCE R. BRADY AND  
CYNTHIA A. BRADY

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 my hand and notarial seal this 13TH day of JANUARY 2003.



Laura Stone  
Notary Public

Mary B. Moran  
By: Mary B. Moran  
Its: Second Vice President

STATE OF )  
COUNTY OF )

I, Brenda W. Jones a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that Mary B. Moran a(n)  
Second 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 Second 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 January 2003.



Brenda W. Jones  
Notary Public

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## EXHIBIT A

COUNTY: COOK

TAX NUMBER: 05-21-103-015-0000

**LEGAL DESCRIPTION:**

THAT PART OF BLOCK 2 IN WINNETKA, A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1873 AS DOC NO. 119381 BOUNDED AND DESCRIBED AS FOLLOWS::

BEGINNING AT THE NORTH LINE OF SPRUCE STREET AT A POINT 150 FEET EAST OF THE EAST LINE OF CEDAR STREET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID CEDAR STREET 119 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SPRUCE STREET 15 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID CEDAR STREET 54.62 FEET TO ITS INTERSECTION WITH A LINE DRAWN SOUTHWESTERLY AT AN ANGLE OF 117 DEGREES 12 MINUTES WITH THE CENTER LINE OF SAID SHERIDAN ROAD FROM A POINT IN THE CENTER LINE OF SAID SHERIDAN ROAD 190.75 FEET NORTHERLY FROM THE INTERSECTION OF CENTER LINE OF SAID SHERIDAN ROAD WITH THE CENTER LINE OF WALNUT STREET AS EXTENDED TO THE CENTER OF SAID SHERIDAN ROAD; THENCE SOUTHWESTERLY ALONG SAID LAST DESCRIBED LINE 49.39 FEET; THENCE SOUTHERLY 43.75 FEET TO A POINT 119 FEET NORTH OF THE NORTH LINE OF SAID SPRUCE STREET 86.37 FEET EAST OF THE EAST LINE OF CEDAR STREET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SPRUCE STREET 26.37 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID CEDAR STREET 119 FEET TO THE NORTH LINE OF SAID SPRUCE STREET; THENCE EAST ALONG THE NORTH LINE OF SAID SPRUCE STREET, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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