## **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE LOAN

PREPARED BY AND RETURN TO: JACK A. PILIPONIS THE NORTHERN TRUST COMPANY 50 SOUTH LASALLE STREET, M-9 CHICAGO, ILLINOIS 60675

ATTN: SCOTT HENSLEY (B2) HORWARD TO: JI



Doc#: 0324816270 Eugene \*Gene\* Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 09/05/2003 02:22 PM Pg: 1 of 4

THIS MODIFICATION OF MORTGAGE LOAN ('Modification") dated August 15, 2003, is made and executed between F & T, LLC, whose address is 9763 West 143<sup>rd</sup> Street, Orland Park, Illinois 60462 (referred to below as 'Nortgagor") and The Northern Trust Company, whose address is 50 South LaSalle Street, Chicago, Illinois 60675 (referred to below as "Mortgagee").

LOAN. Mortgagee has previously lent the sum of \$523, 609.10 (the "Loan") to Mortgagor.

**NOTE.** The Loan is evidenced by Mr rtga gor's Note dated October 1, 1999 (the "Note"), in the amount of the Loan, as amended and restated by the Note dated as of August 15, 2003.

**MORTGAGE**. Mortgagee and Mortgagor have entered into a Mortgage dated October 1, 1999 (the "Mortgage") which has been recorded on December 15, 2003 in Cook County, State of Illinois, as Document Number 09163899. Repayment of the Loan and all other obligations under the Note are secured by the Mortgage.

**REAL PROPERTY DESCRIPTION**. The Mortgage covers the following legally described real property located in Cook County, State of Illinois:

See Exhibit A attached to this Modification and made a part of this Mod ication as if fully set forth herein.

The Real Property or its address is commonly known as 9763 West 143rd Street, Orland Park, Illinois 60462.

**MODIFICATION.** As also provided in the amended and restated Note of August 15 2003 referred to above, Mortgagee and Mortgagor hereby modify the Loan as follows:

The maturity date of the Note is extended from January 9, 2006 to August 15, 2008

The stated annual rate of interest accruing from and after the date hereof on the unpaid principal balance of the Note is changed from 7.55% to 4.89% computed on the basis set forth in the Note.

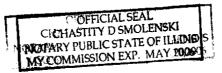
The monthly payment amount is changed from \$6,599.12 to \$4221.15, constituting principal and interest in an amount sufficient to fully amortize the Loan over a period of ten years, payable, however, in sixty (60) consecutive monthly installments of both principal and interest, consisting of fifty-nine (59) installments of \$4221.15 each and a sixtieth (60<sup>th</sup>) and final installment of all then remaining unpaid principal and interest. The remaining principal balance as of the date of this Modification is \$400,000.00.

From and after the date hereof, the Mortgage shall secure the Note as amended with interest thereon, plus any other sums and obligations stated therein to be secured thereby.

CONTINUING VALIDITY. Except a expressly amended of estated as provided of referenced above, the terms of the original Note and Mortgage shall remain unchanged and in full force and effect. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Note and Mortgage as changed or restated as provided above nor obligate the Mortgagee to make future modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other credit agreement secured by the Mortgage. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless Mortgagee expressly releases a party in writing. From and after the date hereof all references in the Mortgage to the "Note" mean the Note as amended and restated by the Note dated August 15, 2003.

MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE LOAN AND MORTGAGOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE LOAN IS DATED AUGUST 15, 2003.

By
THE NORTHERN TRUST COMPANY  Authorized Signer
This Modification of Mortgage was prepared by:
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF TUNOIS SS
On this day before me, the undersigned Notary Public, personally appeared felix terring, to me known to be the individual described in and who executed the Modification of Mortgage Loan, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein man tioned.
Given under my hand and official seal this
By Math & Swellske Residing at
Notary Public in and for the State of <u>TZ</u> My commission expires <u>MAY 10, 2006</u>



1

0324816270 Page: 3 of 4

### **UNOFFICIAL COPY**

### MORTGAGEE ACKNOWLEDGMENT

MOICE OF THE	
STATE OF TILINOIS )SS	
COUNTY OF	
appeared the within and foregoing instrument and acknowled	be the Vice President, authorized agent for the Mortgagee liged said instrument to be the free and voluntary act and deed of s board of directors or otherwise, for the uses and purposes therein ecute this said instrument and that the seal affixed is the corporate
Higher & Smarler B	Residing at
Notary Public in and for the State of TL	My commission expires MAY 10, 2006
9	
Ox	
CHASTI	FICIAL SEAL TY D SMOLENSKI LIC STATE OF ILLINOIS BION EXP. MAY 10,2006
	Clark's
	T'S Open

0324816270 Page: 4 of 4

# **UNOFFICIAL COPY**



### CHICAGO TITLE INSURANCE COMPANY

Exhibit A

ORDER NUMBER: 1401 007840468 D2

STREET ADDRESS: 9763 W. 143RD

COUNTY: COOK

TAX NUMBER: 27-09-213-003-0000 @ 27-09-2/3-026-000

#### LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE WEST 1/2 OF BLOCK 16 (EXCEPT THE WEST 75 FEET EXTENDING NORTH 166 FEET FROM THE SOUTHWEST CORNER OF BLOCK 16; THENCE EAST 75 FEET; THENCE SOUTH 166 FEET; THENCE WEST 75 FEET TO THE STARTING POINT) AND (EXCEPT THE EAST 97.765 FEET OF PTS SOUTH 1/2 OF THE WEST 1/2 OF BLOCK 16); OF SECTION 9, TOWNSHIP 36 NORTH, RANCE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

THE WEST 1/2 OF THAT PART OF BLOCK 16 DESCRIBED AS FOLLOWS: THE NORTH 132 FEET OF THE SOUTH 298 FEET OF THE EAST 95.3 FEET OF THE WEST 1/2 OF SAID BLOCK 16 ALL IN COTTAGE HOME SUBDIVISION, BEING ). SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTHWEST 1/2 A(RF) OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIT IN, IN COOK COUNTY, ILLINOIS The Country Clarks Office