PREPARED BY:
Dan Doepke
50 SOUTH LA SALLE STREET

Doc#: 0325842564
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 09/15/2003 12:25 PM Pg: 1 of 4

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

2000098798

This Mortgage Modification Agreement ("this Agreement") dated as of JUNE 1, 2003 by, between and among Andrew D. Lappin AND Digne P. Lappin, HUSBAND AND WIFE

is

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

("Lender").

WHEREAS, Lender has made a mortgage ban (the "Loan") to Borrower in the principal amount of \$1,000,000.00 , reduced by payments to a carrent principal balance of \$936,339.42 , 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 ran'ified or amended, the "Existing Note") dated MARCH 19, 1998 ;

WHEREAS, Borrower has executed and delivered to Lender a mor gage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified c. amended, the "Mortgage") dated MARCH 19, 1998 and recorded in the Office of the Recorder of Ded, of Cook COUNTY, ILLINOIS , on APRIL 3, 1998 as Document Number 98263611 , which Mortgage secures the Existing Note and conveys and mortgages real estate located at 630 Lincoln Avenue, Glencoe in Cook COUNTY, ILLINOIS , legally described on Exhibit A attached hereto and identified by Pin Number: 04-12-208-014-0000 (together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and 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 JUNE 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;

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 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 \$ 936,339.42. 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 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 J'NF 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 shair eccure 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 fun 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 induce 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 sout 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.

Andrew J. Lappin

Diane P Lannin

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STATE OF ICLINOIS)
COUNTY OF COOK)
I, VIRGINIA B. LAWLESS a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ANDREW D. LAPPIN AND
aforesid DO HEDERY CEPTIEV that ANDREW D. LAPPIN AND
aforesaid, DO HEREBY CERTIFY that ANDREW D. LAPPIN AND DIANE LAPPIN
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 a
his/her/their free and voluntary act for the uses and purposes therein set forth.
HESTRETATION THEE did voluntary act for the uses and purposes therein see rosans
4 0 0442
GIVEN unvier my hand and notarial seal this 1st day of June 2003.
GIVELV direct by hand did notation scar this
Company of the second of the s
(SEAL) NOTATION OF PICIAL SEAL" NOTATION OF VIKIGINIA & LAWLESS NOTATION OF SOLVEY OF
(SEAL) NOTATION VIKOINIA & LAWLESS
Notary Public Notary Public
Land Andrews St. Andrews Company Company Company Company Company
Ma I /I Al a
Mais Allosage
By: Mary B./Moran
0.
Its: Second Vice President
7)x
STATE OF)
COUNTY OF)
I. Brenda W. Jones a Notary Public in and for said County, in
State aforesaid, DO HEREBY CERTIFY that Mary B. Moran a
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 me foregoing instrument
such Second Vice President (title), appeared before me this day in person a
acknowledged that (s)he signed and delivered the said instrument as his/her free and volur(ar) act, and as
free and voluntary act of said corporation, for the uses and purposes therein set forth.
1.h. Trumo 2002
GIVEN under my hand and notarial seal this <u>1st</u> day of <u>June 2003</u> .
,
(SEAL) OFFICIAL SEAL BRENDA W JONES NOTARY PUBLIC STATE OF HUNOIS Notary Public Notary Public
(SEAL) BRENDA W JONES Notate Public
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MY COMMISSION EXP MAY 17,20.06

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STREET ADDRESS: 630 LINCOLN AVENUE

CITY: GLENCOE COUNTY: COOK COUNTY

TAX NUMBER: 04-12-208-014-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 3 IN BRYANT'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1953 AS DOCUMENT 15550581 (SUCEPT FROM SAID LOT 3, ALL THAT PART OF THE EAST 20 FEET THEREOF LYING SOUTH CA THE NORTHERLY LINE EXTENDED OF LINCOLN AVENUE, DEDICATED FOR STREET PURPOSES BY DOCUMENT 14133454 RECORDED AUGUST 29, 1947), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 14 IN ADDITION TO GLENCOE ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 (EXCEPT THE EAST 420.0 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1954 AS DOCUMENT 15804128, IN COOK COUNTY, ILLINDIS.

PARCEL 3:

A NON-EXCLUSIVE PERPETUAL EASEMENT DATED MARCH 1, 1995 AND RECORDED MARCH 14, 1995 AS DOCUMENT 95171413 FOR INGRESS AND EGRESS OVER, ABOVE AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A WESTERLY CORNER OF LOT 2 IN BRYANT'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12 LAST OF THE THIRD PRINCIPAL MERIDIAN (RECORDED FEBRUARY 19, 1953 AS DOCUMENT 15550581), DISTANT 107.31 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 2, 26.0 FEET, MORE OR LESS; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONCAVE SOUTHWESTERLY (WHICH CURVED LINE FORMS THE NORTHWESTERLY EDGE OF THE EXISTING ASPHALT DRIVEWAY PAVEMENT AS SHOWN ON PLAT OF SURVEY BY NORTH SHORE SURVEY, LTD., DATED SEPTEMBER 14, 1991 AS ORLED NUMBER 25682-R) TO SAID CURVED LINE'S INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 2 AT A POINT 47 FEET, MORE OR LESS, WESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EDGE OF THE EXISTING ASPHALT DRIVEWAY PAVEMENT; THENCE NORTHWESTERLY ALONG A CURVED LINE (WHICH CURVED LINE FORMS THE SOUTHWESTERLY EDGE OF THE EXISTING ASPHALT DRIVEWAY PAVEMENT AS SHOWN ON THE AFORESAID PLAT OF SURVEY) TO A POINT WHERE SAID CURVED LINE INTERSECTS THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE NORTHWESTERLY ALONG SAID BOUNDARY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.