

# UNOFFICIAL COPY



Doc#: 0328847078  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 10/15/2003 11:09 AM Pg: 1 of 4

*Prep. By*  
**AFTER RECORDING RETURN TO:  
THE NORTHERN TRUST COMPANY  
50 S. LASALLE STREET  
CHICAGO IL 60675  
ATTN. COMMUNITY LENDING B-A**

*4328220(2/3)*

**MORTGAGE MODIFICATION AGREEMENT  
AND AMENDMENT TO AGREEMENT AND DISCLOSURE STATEMENT  
(Reduced Credit Limit, Same Interest Rate, Payment)**

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into as of October 1, 2003, by and between Edward S. Coates and Barbara J. Coates (hereinafter, whether one or more, the "Borrower") and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank").

WHEREAS, the Borrower has entered into The Northern Trust Company Credit Line Agreement and Disclosure Statement (the "Agreement") dated May 20, 2002, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$32,000.00 (the "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee a Mortgage (the "Mortgage") dated May 20, 2002, pursuant to which the Borrower did mortgage, grant, warrant, and convey to the Bank the property located in the County of Cook, State of Illinois, legally described in Exhibit A attached hereto and incorporated herein by reference, which has a street address of 436 50<sup>th</sup> Ave., Bellwood, IL 60104, which Mortgage was recorded on June 7, 2002, as Document No. 0020640414 by the office of the Recorder of Deeds of such county;

WHEREAS, the Bank is the current holder of the Agreement and the Mortgage, and the Borrower has requested that the Credit Limit be decreased from \$32,000.00 to \$5,000.00, and the Bank is willing so to do provided the Borrower executes this Amendment and any further documents as the Bank may require, and subject to the terms, provisions and conditions hereinafter contained.

Now, therefore, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

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1. Amendment to Mortgage. The first paragraph on the first page of the Mortgage (the "Maximum Lien" clause) is hereby amended by substituting "\$5,000.00" [new Credit Limit] for "\$32,000.00" [original Credit Limit].

2. Amendment to Agreement. The Agreement is amended by substituting "\$5,000.00" [new Credit Limit] for "\$32,000.00" [original Credit Limit].

3. Payment. Borrower agrees to pay Bank \$23,505.70 (as of September 29, 2003) plus accrued interest and unpaid fees by October 6, 2003.

4. Effective Date. This Amendment is effective as of October 6, 2003.

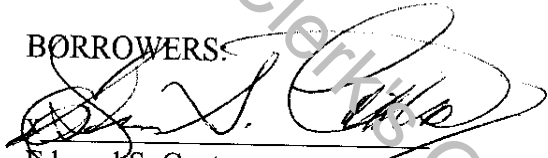
5. References. Wherever in the Mortgage, the Agreement or any other instrument evidencing, securing or guaranteeing the loans made pursuant to the Agreement reference is made to the Mortgage or the Agreement, such reference shall from and after the date hereof be deemed a reference to the Mortgage or the Agreement as hereby modified and amended. From and after the date hereof the Mortgage shall secure loans up to the amended Maximum Credit Amount, with interest thereon, plus any other sums and obligations stated therein to be secured thereby.

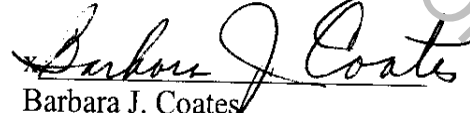
6. No Implied Amendments. Except as expressly modified hereby, all of the terms and conditions of the Mortgage and the Agreement shall stand and remain unchanged and in full force and effect.

7. Miscellaneous. This amendment shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

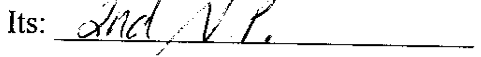
BORROWERS:

  
Edward S. Coates

  
Barbara J. Coates

THE NORTHERN TRUST COMPANY

By:   
Helen Grdic

Its: 

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STATE OF ILLINOIS)  
)  
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward S. Coates and Barbara J. Coates personally <sup>Husband and wife</sup> appeared before me and acknowledged that they executed and delivered the foregoing instrument as their free and voluntary act for the use and purposes therein set forth.



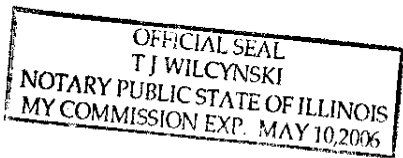
Given under my hand and notarial seal this  
1 day of October, 2003.

\_\_\_\_\_  
Notary Public

My Commission Expires: 3/20/07

STATE OF ILLINOIS)  
)  
COUNTY OF COOK)

I, T. J. Wilczynski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Helen Grdic, Second Vice President of THE NORTHERN TRUST COMPANY, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such Second Vice President and is personally known to me to be such Second Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered and attested the said instrument as his/her free and voluntary act as such Second Vice President, as aforesaid, and as the free and voluntary act of THE NORTHERN TRUST COMPANY for the uses and purposes therein set forth.



Given under my hand and notarial seal this  
29th day of September, 2003.

\_\_\_\_\_  
Notary Public

My Commission Expires: 5/10/06

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## EXHIBIT A

### LEGAL DESCRIPTION:

THE SOUTH 38 FEET OF THE NORTH 228 FEET (EXCEPT THE EAST 33 FEET) OF LOT 20 IN E.A. CUMMINGS AND COMPANY'S GARDEN HOME ADDITION, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL  $\frac{1}{4}$ , SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 8 AND THAT PART OF THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 8 AFORESAID, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF BUTTERFIELD ROAD, EXCEPTING THE RIGHT OF WAY OF THE MINNESOTA AND NORTHWESTERN RAILWAY COMPANY AND THE AURORA, WHEATON AND CHICAGO RAILROAD COMPANY, IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-08-306-012

Property of Cook County Clerk's Office