## **UNOFFICIAL COPY**



Doc#: 0511904034

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 04/29/2005 09:55 AM Pg: 1 of 4

Loan #2000160779

After recording return to:

THE NORTHERN TRUST COMPANY 50 S. LASALLE STREET CHICAGO IL 60675 ATTN. COMMUNITY I ENDING B-A

MORTGA JE MODIFICATION AGREEMENT AND AMENDMENT TO A JR EEMENT 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 in a sof April 18, 2005, by and between Paul B. Baisley And Susan A. Baisley (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 September 26, 2001, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$140,000.00 (the "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee a Mortgage (the "Mortgage") dated September 26, 2001, 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 1930 Greenwood Ave., Wilmette, II 60091, which Mortgage was recorded on October 3, 2001, as Document No. 0010921772 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 \$140,000.00 to \$100,000.00, 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.

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#135,414.51

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

- 1. <u>Amendment to Mortgage</u>. The first paragraph on the first page of the Mortgage (the "Maximum Lien" clause) is hereby amended by substituting "\$100,000.00" [new Credit Limit] for "\$140,000.00" [original Credit Limit].
- 2. <u>Amendment to Agreement.</u> The Agreement is amended by substituting "\$100,000.00" [new Credit Limit] for "\$140,000.00" [original Credit Limit].
- 3. Payment. Borrower agrees to pay Bank \$35,414.51 (as of April 4, 2005) plus accrued interest and unpaid fees by April 22, 2005.
  - 4. Effective Date. This Amendment is effective as of May 16, 2005.
- 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. <u>No Implied Amendments</u>. Except as expressly modified hereby, all of the terms and conditions of the Mortgage and the Agreement small stand and remain unchanged and in full force and effect.
- 7. <u>Miscellaneous</u>. 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

Paul B Baisley

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Susan A. Baisley

THE NORTHERN TRUST COMPANY

Nadine Czekaj

Its: Second Vice President

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STATE OF ILLINOIS)
COUNTY OF COOK)
I,
Given under my hand and notarial seal this  ELIZABET'. A. DIAL  NOTARY PUBLIC, SIATE OF ILLINOIS  MY COMMISSION EXPIRES 3-14-2009  Notary Public  Notary Public
My Commission Expires: 3-14-09
C
STATE OF ILLINOIS)
COUNTY OF COOK)
I, Carmalitha Gibson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Helen Jumic, 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

OFFICIAL SEAL CARMALITHA GIBSON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. AUG. 12,2006 Given under my hand and notarial seal this 8th day of April, 2005.

A SAA

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.

Notary Public

My Commission Expires: 8/12/06

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION:

THE WEST 50 FEET OF LOT 4 IN MANUS LAKE SHORE HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 LYING WEST OF THE CENTER LINE OF RIDGE AVENUE OF LOTS 5 AND 6 IN BARBARA WAGNER'S SUBDIVISION, ALSO LOTS 2 AND 3 IN SUBDIVISION OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 05-28-306-037

28-306-COOK COUNTY CLOTHES OFFICE Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement decrease with payment (10/03)