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Loan #2000538089

After recording return to:

THE NORTHERN TRUST COMPANY 50 S. LASALLE STREET CHICAGO IL 60673 ATTN. COMMUNITY LENDING B-A

GIT

Doc#: 0531347077 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 11/09/2005 10:34 AM Pg: 1 of 4

MORTGACE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT AND DISCLOSURE STATEMENT (Reduced Credi Limit, Same Interest Rate, Payment)

This Mortgage Modification Agreemen and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into as of October 17, 2005, by and between Michael E. Keenum Individually, Kathleen M. Keenum Individually, & Kathleen E. Keenum Trustee Of The Kathleen M. Keenum Trust Dtd 11/15/95 (hereinafter, whether one or more, the "Borrower") and THE NORTHERN TRUST COMPANY, in Illinois banking corporation (the "Bank").

WHEREAS, the Borrower has entered into The Northern Trust Company Credit Line Agreement and Disclosure Statement (the "Agreement") dated January 26, 2004, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$653,000.00 (the "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Benk as Mortgagee a Mortgage (the "Mortgage") dated January 26, 2004, 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 120 Fairbank Road, Riverside Illinois 60546, which Mortgage was recorded on February 5, 2004, as Document No. 0403611047 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 \$653,000.00 to \$460,000.00, 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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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 "\$460,000.00" [new Credit Limit] for "\$653,000.00" [original Credit Limit].
- 2. <u>Amendment to Agreement.</u> The Agreement is amended by substituting "\$460,000.00" [new Credit Limit] for "\$653,000.00" [original Credit Limit].
- 3. Payment. Borrower agrees to pay Bank \$192,749.40 (as of October 12, 2005) plus accrued interest and unpaid fees by 10/21/05.
 - 4. Effective Date. This Amendment is effective as of October 21, 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 shall 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:

Michael E. Keenum

Kathleen M. Keenum Individually And As Trustee Of The Kathleen M. Keenum Trust Dated 11/15/93

THE NORTHERN TRUST COMPANY

Nadine Czekaj

Its: Second Vice President

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STATE OF ILLINOIS)
COUNTY OF COOK)
I, Linda a. Brannar, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael E. Keenum personally appeared before me and acknowledged that <u>ke</u> executed and delivered the foregoing instrument as <u>a</u> free and voluntary act for the use and purposes therein set forth.
Given under my hand and notarial seal this 24 day of October 2005. Linda 0. Broman Notary Public
Linda a. Brennan
Notary Public
My Commission Expires: 4-15-07 OFFICIAL SEAL LINDA A. BRENNAN NOTARY PUBLIC. STATE OF ILLINOIS
STATE OF ILLINOIS)
STATE OF ILLINOIS) COUNTY OF COOK)
I, Yesenia Solano, a Notary Public in and ict said County, in the State aforesaid, do hereby certify that Nadine Czekaj, Second Vice President of THE NORTHERN TRUST COMPANY, who is personally known to me to be the person whose name is subscribed to th 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
Official Seal 13th day of October, 2005.

My Commission Expires: 8/25/29

Official Seal Yesenia Solano Notary Public State of Illinois My Commission Expires 08/25/2009

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION:

LOT 9 IN BLOCK 7 IN FIRST DIVISION OF RIVERSIDE IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

IN. I.

COOK COUNTY CLORK'S OFFICE Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement decrease with payment (10/03)