

**UNOFFICIAL COPY**



Doc#: 0718433043 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/03/2007 07:37 AM Pg: 1 of 6

2073/18741719  
Loan #2000355936

**After recording return to:**

**THE NORTHERN TRUST COMPANY  
50 S. LASALLE STREET  
CHICAGO IL 60603  
ATTN. COMMUNITY LENDING B-A**

**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 June 15, 2007, by and between Kevin R. Callahan (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 April 24, 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 \$2,000,000.00 (the "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee a Mortgage (the "Mortgage") dated April 24, 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 43 Kenilworth Avenue, Kenilworth, IL 60043, which Mortgage was recorded on May 3, 2002, as Document No. 0020508111 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 \$2,000,000.00 to \$1,340,000.00, 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.

**1 BOX 333-CTI**

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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. Amendment to Mortgage. The first paragraph on the first page of the Mortgage (the "Maximum Lien" clause) is hereby amended by substituting "\$1,340,000.00" [new Credit Limit] for "\$2,000,000.00" [original Credit Limit].

2. Amendment to Agreement. The Agreement is amended by substituting "\$1,340,000.00" [new Credit Limit] for "\$2,000,000.00" [original Credit Limit].

3. Payment. Borrower agrees to pay Bank \$660,000.00 (as of May 25, 2007) plus accrued interest and unpaid fees by June 20, 2007.

4. Effective Date. This Amendment is effective as of June 20, 2007.

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:

X \_\_\_\_\_  
Kevin R. Callahan

X \_\_\_\_\_

THE NORTHERN TRUST COMPANY

By: Raquel Morales  
Raquel Morales

Its: Second Vice President

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STATE OF ILLINOIS)  
 )  
COUNTY OF COOK)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ personally appeared before me and acknowledged that \_\_\_\_\_ executed and delivered the foregoing instrument as \_\_\_\_\_ free and voluntary act for the use and purposes therein set forth.

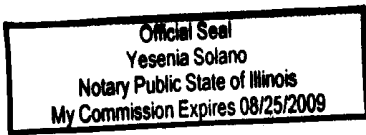
Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS)  
 )  
COUNTY OF COOK)

I, Yesenia Solano, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Raquel Morales, 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 15TH day of June, 2007.

*Yesenia Solano*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/25/09

# UNOFFICIAL COPY

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

1. Amendment to Mortgage The first paragraph on the first page of the Mortgage (the "Maximum Lien" clause) is hereby amended by substituting "\$1,340,000.00" [new Credit Limit] for "\$2,000,000.00" [original Credit Limit].
2. Amendment to Agreement The Agreement is amended by substituting "\$1,340,000.00" [new Credit Limit] for "\$2,000,000.00" [original Credit Limit].
3. Payment Borrower agrees to pay Bank \$660,000.00 (as of May 25, 2007) plus accrued interest and unpaid fees by June 20, 2007.
4. Effective Date This Amendment is effective as of June 20, 2007.
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.

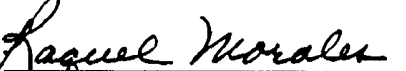
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

BORROWERS:

x   
Kevin R. Callahan

x \_\_\_\_\_

THE NORTHERN TRUST COMPANY

By:   
Raquel Morales  
Its. Second Vice President

# UNOFFICIAL COPY

STATE OF ILLINOIS)  
 )  
COUNTY OF COOK)

I, ELIZABETH ROMERO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KEVIN CAULAHAN personally appeared before me and acknowledged that \_\_\_\_\_ executed and delivered the foregoing instrument as \_\_\_\_\_ free and voluntary act for the use and purposes therein set forth

Given under my hand and notarial seal this  
22 day of JUNE, 2007.

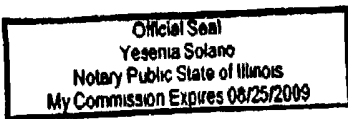
Elizabeth Romero  
Notary Public



My Commission Expires: 12/19/2010

STATE OF ILLINOIS)  
 )  
COUNTY OF COOK)

I, Yesenia Solano, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Raquel Morales, 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  
15TH day of June, 2007.

Yesenia Solano  
Notary Public

My Commission Expires: 8/25/09

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## EXHIBIT A

### LEGAL DESCRIPTION:

THE NORTHEASTERLY 5 FEET OF LOT 1 AND THE SOUTHWESTERLY 75 FEET OF LOT 2 IN BLOCK 14 IN KENILWORTH, BEING A SUBDIVISION OF PARTS OF FRACTIONAL SECTIONS 22 AND 27 AND PART OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES SO MUCH THEREOF, IF ANY, AS LIES WITHIN THE FORMER LIMITS OF SKOKIE DITCH SO CALLED), IN COOK COUNTY, ILLINOIS.

P.I.N. 05-27-100-056-0000 & 05-27-115-001-0000

Mortgage Modification Agreement and  
Amendment to Agreement and Disclosure Statement decrease with payment (10/03)