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PREPARED BY:
THE NORTHERN TRUST COMPANY

RECORD AND RETURN TO:
THE NORTHERN TRUST COMPANY
ATTN: HOME LOAN CENTER, B-A
50 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60603

Doc#: 0816846090 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/16/2008 01:42 PM Pg: 1 of 9

Handwritten: H2517 8881

Loan #2000185437

LEASE MORTGAGE MODIFICATION AGREEMENT

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This **Lease Mortgage Modification Agreement** ("this **Agreement**") dated as of **May 1, 2008**, is between and among **Jacqueline M. Durkin and Bernard F. Durkin, Jr., as trustees of the Jacqueline M. Durkin and Bernard F. Durkin Joint Living Trust under trust agreement dated February 24, 2005** ("**Trustees**"), and individually (collectively, "**Borrower**"), and **THE NORTHERN TRUST COMPANY** ("**Lender**").

WHEREAS, Lender has previously made a loan (the "**Loan**") to Jacqueline M. Durkin and Bernard F. Durkin, Jr. ("**Existing Borrowers**"), in the principal amount of \$110,000.00, and Existing Borrowers 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 modified or amended, the "**Existing Note**") dated May 10, 1999;

WHEREAS, Existing Borrowers executed and delivered to Lender a leasehold mortgage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "**Mortgage**") dated May 10, 1999, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 14, 1999, as Document Number 09467730, which Mortgage secures the Existing Note and conveys and mortgages a leasehold estate created by a proprietary lease dated May 10, 1999 for apartment 23GH at 880 N. Lake Shore Drive, Chicago, Cook County, Illinois 60611, identified by P.I.N.: 17-03-222-015, legally described in **Exhibit A** attached hereto and made a part hereof (the "**Property**");

WHEREAS, Existing Borrowers conveyed their interest in the Property to Trustees by Certificate of Beneficial Interest No. A 1671 dated April 21, 2005, evidencing shares in the 860 Lake Shore Drive Trust ("**Certificate**");

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Trustees represents that they are the owner of the Certificate for 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, a copy of which is attached hereto as **Exhibit B** and provides for monthly payments, with the full debt, if not paid earlier, due and payable on **May 1, 2038**, and such note is incorporated herein by reference (such note together with all such riders and attachments, the "**Replacement Note**"). The full terms of the Replacement Note have been disclosed in the disclosures given to Borrower by Lender in contemplation of this modification.

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NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The recitals 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 \$95,619.62. Any and all accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and payable under the Replacement Note.
4. References to the "Note" in the Mortgage and related documents and riders and attachments thereto shall, from and after the date hereof, be deemed references to the Replacement Note. References to the "Maturity Date" in the Mortgage and related documents and rider and attachments thereto shall, from and after the date hereof, be deemed references to the maturity date provided for in the Replacement Note.
5. Borrower hereby agrees and confirms that 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 Borrower agrees that the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement Note were set forth and described in the Mortgage.
6. The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the Mortgage, and all other documents evidencing or securing the Loan, are hereby ratified and confirmed, and the Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by the Replacement Documents.
7. 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 inure 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 shall have the meaning given to them in the Replacement Documents and Mortgage.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

BORROWER:

Jacqueline M. Durkin
Jacqueline M. Durkin, individually and as trustee
as aforesaid

Bernard F. Durkin, Jr.
Bernard F. Durkin, Jr., individually and as
trustee as aforesaid

MORTGAGEE:

THE NORTHERN TRUST COMPANY, an
Illinois banking corporation

By: _____

[Handwritten signature]

Its: _____

[Handwritten initials]

Property of Cook County Clerk's Office

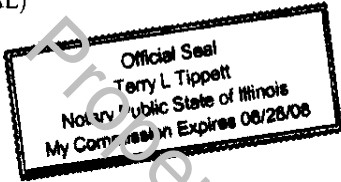
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STATE OF
COUNTY OF

I, TERRY L. TIPPETT a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY that JACQUELINE M. DURKIN AND
BERNARD F. DURKIN JR.

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 as
his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of May 2008
(SEAL) Terry L Tippett
Notary Public



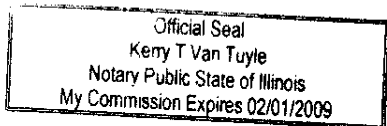
Mary B Moran
By: Mary B. Moran
Its: Vice President

STATE OF Illinois
COUNTY OF Cook

I, Kerry T. Van Tuyle a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Mary B. Moran a(n)
Vice President (title) of The Northern Trust Company

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as
such Vice President (title), appeared before me this day in person and
acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act, and as the
free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1ST day of MAY, 2008
(SEAL) Kerry T Van Tuyle
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOT A IN THE SUBDIVISION OF LOTS 43 TO 47 OF LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-03-222 015

Address: 880 N. Lake Shore Drive, 23GH, Chicago, Illinois 60611

Property of Cook County Clerk's Office

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FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of May, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to The Northern Trust Company

("Lender") of the same date and covering the property described in the Security Instrument and located at:

880 N. Lake Shore Drive Apartment 23GH, Chicago, ILLINOIS 60611
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.6250 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of May, 2013, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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MULTISTATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX - Single Family - Fannie Mae Uniform Instrument Form 3182 1/01

Wolters Kluwer Financial Services

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Initials: J.D.



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If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three Fourths percentage points (2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.6250 % or less than 3.6250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.6250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

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However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section E1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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Initials: B.D.
J.D.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Bernard F. Durkin Jr. (Seal)
Bernard F. Durkin Jr. -Borrower
Individually and as Trustee
of the Jacqueline M. Durkin and
Bernard F. Durkin Joint Living Trust
dated February 24, 2005

Jacqueline M. Durkin (Seal)
Jacqueline M. Durkin -Borrower
Individually and as Trustee
of the Jacqueline M. Durkin and
Bernard F. Durkin Joint Living Trust
dated February 24, 2005

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

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County of Cook Clerk's Office