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Doc#: 0816846107 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/16/2008 01:44 PM Pg: 1 of 5

#### Prepared By:

Helen Jumic 50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60675

#### Record and Return To:

The Northern frust Company Attn: Home Loan Center, B-A 50 South La Salle Street Chicago, Illinois 60675

MORTGAGE MODIFICATION AGREEMENT

#### 32321135

This Mortgage Modification Agreement ("this Agreement") dated as of May 1, 2008 by, between and among Roe B. Conn AND Barbara M. Conn, HUSBAND AND WILE AS TENANTS BY THE ENTIRETY

(the foregoing party(ies), individually and collectively, "Borrover") and The Northern Trust Company ("Lender").

WHEREAS, Lender has made a mortgage loan (the "Loan") to Borrower in the principal amount of \$1,980,000.00 , reduced by payments to a current principal balance of \$1,825,815.46 , and Borrower has executed and delivered to Lender a note evidencing the Loar (the note, together with any and all riders and attachments thereto, as and if previously modified or americal, the "Existing Note") dated January 17, 2006;

WHEREAS, Borrower has executed and delivered to Lender a mortgage (the nortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated January 17, 2006 and recorded in the Office of the Recorder of Deeds of Cook County, ILLINOIS, on February 3, 2006 as Document Number 0603443346, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 2027 N. Magnolia Ave., Chicago, ILLINOIS 60614 in Cook County, ILLINOIS, legally described on Exhibit A attached hereto and identified by Pin Number: 14-32-134-011-0000 (together with all fixtures and improvements thereon, the "Property").

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WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Borrower represents that it is the owner of 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

Wiereds, the parties hereto wish to modify the terms of the Loan so that the terms of the Existing Note, as previously decumented 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, attached hereto as Exhibit B which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2038, and such note incorporated herein by reference (such note together with all such riders and attachments) the "Replacement Note"), as such terms have been disclosed in the disclosures given to Borrower by Lender in contemplation of this modification;

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as sollows.

1. The recitals (whereas clauses) 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 Peplacement 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 a no int of \$1,825,815.46. Any and all accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a Fixed Rate Note or a Balloon Note, from and after the date hereof, any Adjustable Rate Rider to the Mortgage shall cease to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note or an Adjustable Rate Note, from and after the date hereof, any Balloon Note to the Mortgage shall cease to be of any effect.

4. References in the Mortgage and related documents to the "Note" and river, and attachments thereto shall,

from and after the date hereof, be deemed references to the Replacement Note.

5. Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "Renewed by Note dated May 1, 2008" (date of Replacement Note).

6. Borrower hereby agrees and confirms that (i) 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 (ii) 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.

7. The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon their except as changed or modified in express terms by the Replacement Documents.



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- 8. 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 assign, 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.
- 9. A land trustise executing this Agreement does not make the representations and warranties above relating to the balance of the Loan or the presence or absence of liens on the Property. The land trustee's waiver attached hereto (if applicable) is hereby incorporated herein by reference.

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

Roe B. Conn	Barbara M. Conn

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STATE OF FILL MOIS COUNTY OF CURK	.·*
1, She Ann Selle	
aforesaid, DO HEREBY CERTIFY that ROE	a Notary Public in and for said County in the State
who is/are personally known to me to be the same	person(s) whose names are subscribed to the foregoing at (s)he/they signed and delivered the said in the foregoing
his/her/their free and voluntary act for the	person(s) whose names are subscribed to the foregoing at (s)he/they signed and delivered the said instrument as poses therein set forth
his/her/their free and voluntary act for the uses and pur GIVEN under my hand and notarial seal this	11
(SEAL)	day of MAN JOOS
	Notary Public
Official Seal Sue Ann Selle	NOTALLY PUBLIC
Notar Public State of Illinois	
My Commissin in Expires 08/05/2010	
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By: Mary B. Moran	1
Its: Vice President	0,
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STATE OF Illinois COUNTY OF Cook	'S _
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I, Kerry T. Van Tuyle  aforesaid, DO HEREBY CERTIFY that Mary B. N  Vice President	a Notary Public in and for said County, in the State
Sucil 11CC LEGIDANT	dose haire is subscribed to the foregoing inch.
water our confer illy Leine crossed and T. F. F. F. F.	" "FF" outlie till tills tiall in narron and
	d purposes therein set forth.
	day ofMAY, 2008
(SEAL)	Notary Public
Official Seal	Notary Public
Yarry T Van Winnis	V
Notary Public State of Illinois  Notary Public State of Illinois  My Commission Expires 02/01/2009	

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#### Exhibit A

LOT 6 IN MARTY LEWIS' SUBDIVISION OF LOT 25 IN THE SUBDIVISION OF BLOCK 5 OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.