

# UNOFFICIAL COPY



Doc#: 0927333037 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/30/2009 09:38 AM Pg: 1 of 4

Loan # 2000624074

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, Modified Interest Rate)**

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into as of September 17, 2009, by and between David N. Kay & Pamela C. Kay (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, 2005, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$144,000.00 (the "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee a Mortgage (the "Mortgage") dated September 26, 2005, 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 13917 Persimmon Drive, Orland Park, IL 60467-8611, which Mortgage was recorded on October 28, 2005, as Document No. 0530135620 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 \$144,000.00 to \$110,250.00, 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.

BY 334 **DONE AT CUSTOMER'S REQUEST**

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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 "\$110,250.00" [new Credit Limit] for "\$144,000.00" [original Credit Limit].

2. Amendment to Agreement. The Agreement is amended by substituting "\$110,250.00" [new Credit Limit] for "\$144,000.00" [original Credit Limit].

3. Interest Rate Change. The Agreement is amended by changing the interest rate from Prime -.50% to Prime +0.50% effective October 16, 2009. The **ANNUAL PERCENTAGE RATE**, as of August 1, 2009, is 3.75% and the Monthly Periodic Rate is 0.34453%

4. Effective Date. This Amendment is effective as of September 17, 2009.

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 David N. Kay  
David N. Kay

x Pamela C. Kay  
Pamela C. Kay

THE NORTHERN TRUST COMPANY

By: Sandi Kaminski  
Sandi Kaminski

Its: Second Vice-President

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STATE OF ILLINOIS)  
)  
COUNTY OF COOK)

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David N. Kay and Pamela C. Kay personally appeared before me and acknowledged that my executed and delivered the foregoing instrument as their free and voluntary act for the use and purposes therein set forth.

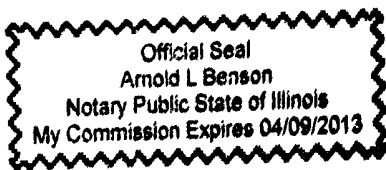
Given under my hand and notarial seal this  
22 day of Sept. 2009

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

My Commission Expires: 4/30/10

STATE OF ILLINOIS)  
)  
COUNTY OF COOK)

I, Arnold L. Benson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sandi Kaminski, 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  
17<sup>th</sup> day of September, 2009.

Arnold L. Benson  
\_\_\_\_\_  
Notary Public

My Commission Expires: 4/9/2013

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## EXHIBIT A

### LEGAL DESCRIPTION:

LOT 42 IN PERSIMMON RIDGE, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTH 220.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 27-05-308-019

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