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Doc#: 0929629131 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/23/2009 04:56 PM Pg: 1 of 6

**MORTGAGE MODIFICATION AGREEMENT
DATED OCTOBER 14, 2009, BETWEEN BARBARA RUTH ISAACS,
INDIVIDUALLY AND AS TRUSTEE UNDER THE BARBARA RUTH ISAACS
REVOCABLE TRUST DATED JUNE 16, 2004 ("BORROWER"), AND RUTH
ISAACS BUCKLEY, AS TRUSTEE UNDER THE RUTH ISAACS BUCKLEY
DECLARATION OF TRUST DATED MARCH 1, 1995 ("LENDER")**

*Modifies Mortgage Recorded as
Document No. 09155624*

**Prepared by and after recording mail to:
Daniel F. Hofstetter, Ltd.
111 W. Washington Street, Suite 1028
Chicago, IL 60602
Tel.: (312) 269-0065**

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MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement (the "Agreement") is made as of October 14, 2009, between Barbara Ruth Isaacs, individually and as Trustee under the Barbara Ruth Isaacs Revocable Trust dated June 16, 2004 (collectively referred to as "Borrower"), and Ruth Isaacs Buckley, as Trustee, under the Ruth Isaacs Buckley Declaration of Trust dated March 1, 1995 ("Lender" and/or "Mortgagee").

Recitals

A. Lender has lent Borrower the amount of One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00) ("Loan") and is the owner and holder of that Mortgage dated October 1, 1999, made by Borrower in the amount of the original principal ("Mortgage").

B. The Mortgage conveyed to Lender is a first mortgage lien on real estate legally described on the "Exhibit 'A'" attached hereto and incorporated herein.

C. The principal balance of the Loan outstanding under the Mortgage as of the date of this agreement is One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00).

E. The Maturity Date of the Loan and Mortgage is October 1, 2009.

F. Borrower has requested that Lender: (1) increase the principal amount of the Loan and Mortgage to Two Hundred Eighty Thousand and No/100 (\$280,000.00); (2) adjust the interest rate on the Loan; (3) adjust the monthly interest only payments due on the Loan; and (4) adjust the Maturity Date of the Loan and Mortgage.

Lender has agreed to: (1) increase the principal amount of the Loan by lending an additional One Hundred Thousand and No/100 Dollars (\$100,000.00) to Borrower and adjusting the Loan and Mortgage to Two Hundred Eighty Thousand and No/100 (\$280,000.00); (2) adjust the interest rate on the Loan; (3) adjust the monthly interest only payments due on the Loan; and (4) adjust the Maturity Date of the Loan and Mortgage; subject to the terms of this Agreement.

For good and valuable consideration, the receipt of which is acknowledged, and for other promises contained here, the parties agree as follows:

1. The Maturity Date of the Loan and original Mortgage is modified from October 1, 2009, to October 1, 2019.
2. The Interest Rate of the Loan will be four percent (4.25%) annually.
3. Borrower must make an interest only payment of \$991.67 on November 1, 2009. Beginning on November 1, 2009, and continuing on the first day of each month through and including October 1, 2019, Borrower must make monthly interest only payments of \$991.67.

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4. All principal, interest and other charges due shall be due and payable in full, if not sooner paid, on October 1, 2019.

5. Borrower may prepay the principal, in whole or in part at any time, without penalty.

6. The Mortgage is deemed to be amended, pursuant to the terms of this Agreement and continue as security for payment of the Loan.

7. Borrower confirms all terms, provisions and conditions of the original Mortgage, except as modified herein.

8. Borrower represents and warrants that the Loan remains outstanding and the Mortgage is enforceable, except as modified herein.

9. This Agreement shall be executed in triplicate, with one original to be recorded with the Cook County Recorder of Deeds, Illinois, which shall amend the original Mortgage; the remaining two (2) duplicate originals shall be distributed with one original given each to Borrower and Lender.

10. This Loan and Mortgage Modification Agreement is executed by Barbara Ruth Isaacs, individually and as Trustee under the Barbara Ruth Isaacs Revocable Trust dated June 16, 2004, as Borrower, and Ruth Isaacs Buckley, not personally but as Trustee in the exercise of the power and authority conferred on and vested in her as such Trustee of the Ruth Isaacs Buckley Trust under that Declaration of Trust dated March 1, 1995.

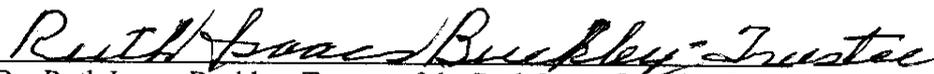
In witness hereof, the parties have executed this Agreement on October 14, 2009.

Borrower: Barbara Ruth Isaacs, individually, and as Trustee under the Barbara Ruth Isaacs Revocable Trust dated June 16, 2004



Barbara Ruth Isaacs, individually and as Trustee, under the Barbara Ruth Isaacs Revocable Trust dated June 16, 2004, Borrower

Lender and Mortgagee: Ruth Isaacs Buckley Trust under the Declaration of Trust dated March 1, 1995, Lender and Mortgagee



By: Ruth Isaacs Buckley, Trustee of the Ruth Isaacs Buckley Trust under the Declaration of Trust dated March 1, 1995

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STATE OF Ohio)
COUNTY OF Hamilton)

SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barbara Ruth Isaacs, individually and as Trustee under the Barbara Ruth Isaacs Revocable Trust dated June 16, 2004, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of October, 2009.



LACEY GENDRON
Notary Public, State of Ohio
My Commission Expires April 8, 2014

Commission Expires:

Impress Seal Here:

Lacey Gendron

NOTARY PUBLIC

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STATE OF Ohio)
COUNTY OF Hamilton) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ruth Isaacs Buckley, Trustee of the Ruth Isaacs Buckley Trust under the Declaration of Trust dated March 1, 1995 personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of October, 2009.

Commission Expires:

Impress Seal Here:



LACEY GENDRON
Notary Public, State of Ohio
My Commission Expires April 8, 2014

Lacey Gendron
NOTARY PUBLIC

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EXHIBIT "A" Legal Description

Address: 1340 PENDELTON LANE, GLENVIEW, IL 60025

LOT 69 IN SUNSET PARK, UNIT NO. 6, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. 04-26-412-009-0000

Prepared By:
Law Office of Daniel F. Hofstetter, Ltd.
111 W. Washington St., Suite 1028
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dfh@hofstetterlaw.com

After Recording, Mail to:

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