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RECORDATION REQUESTED BY:  
THE NORTHERN TRUST  
COMPANY  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60603



Doc#: 1009908031 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/09/2010 07:35 AM Pg: 1 of 10

WHEN RECORDED MAIL TO:  
THE NORTHERN TRUST  
COMPANY  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60603

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This Modification of Mortgage prepared by:  
Kerry Van Tuyle  
THE NORTHERN TRUST COMPANY  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60603

CTIC-HE

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated March 1, 2010, is made and executed between Francis A. Citera and Renee G. Citera, husband and wife (referred to below as "Grantor") and THE NORTHERN TRUST COMPANY, whose address is 50 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 20, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 26, 2008 as Document Number 0805704139 with Cook County Recorder of Deeds.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 77 East Walton Street #23B, Chicago, IL 60611. The Real Property tax identification number is 17-03-211-031-0000, 17-03-211-032-0000 and 17-03-211-033-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

WHEREAS, Lender has made a mortgage loan (the "Loan") to Francis A. Citera and Renee G. Citera ("Borrower") in the principal amount of \$1,350,000.00, reduced by payments to a current principal balance of \$743,035.08, and Borrower has 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 as of February 20, 2008.

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

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## MODIFICATION OF MORTGAGE

Loan No: 51236206

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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

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, attached hereto as Exhibit B which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2040, 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, in consideration of the foregoing and the covenants herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The whereis clauses above are hereby incorporated herein by reference.
2. As a condition of Lender modifying the terms of the Loan, Borrower and/or Grantor agree 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 amount of the unpaid principal balance stated above. 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 in the Mortgage and in any related documents to the "Note" and riders 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 March 1, 2010" (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, (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 them except as modified herein, and no present or future rights, remedies or powers belonging or accruing to Lender shall be affected, limited or restricted hereby.
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 where the Mortgage was recorded 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 Grantor 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 trustee 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.

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## MODIFICATION OF MORTGAGE

Loan No: 51236206

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**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 2010.**

GRANTOR:

x Francis A. Citera  
Francis A. Citera

x Renee G. Citera  
Renee G. Citera

LENDER:

THE NORTHERN TRUST COMPANY

x Kerry Van Dyke  
Authorized Signer

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## MODIFICATION OF MORTGAGE

Loan No: 51236206

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

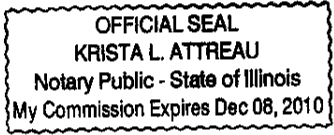
On this day before me, the undersigned Notary Public, personally appeared **Francis A. Citera**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of March, 2010.

By Krista L. Attreau Residing at 14880 Landings Lane  
Oak Forest, IL 60452

Notary Public in and for the State of ILLINOIS

My commission expires 12-8-10



### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF COOK )

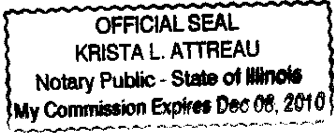
On this day before me, the undersigned Notary Public, personally appeared **Renee G. Citra**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of March, 2010.

By Krista L. Attreau Residing at 14880 Landings Ln.  
Oak Forest, IL 60452

Notary Public in and for the State of ILLINOIS

My commission expires 12-8-10



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## MODIFICATION OF MORTGAGE

Loan No: 51236206

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 1<sup>ST</sup> day of MARCH, 2010 before me, the undersigned Notary Public, personally appeared KERRY VAN TYLE and known to me to be the 2<sup>ND</sup> VICE PRESIDENT, authorized agent for **THE NORTHERN TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **THE NORTHERN TRUST COMPANY**, duly authorized by **THE NORTHERN TRUST COMPANY** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **THE NORTHERN TRUST COMPANY**.

By Cesar Vargas Residing at 50 S. LA SALLE

Notary Public in and for the State of IL

My commission expires 01/08/2011



# EXHIBIT A UNOFFICIAL COPY

PARCEL 1:

UNIT 23B IN THE RESIDENCES AT 900 CONDOMINIUM ASSOCIATION, A DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3 AND 4 IN THE PLAT OF RESUBDIVISION OF 900 NORTH MICHIGAN NO. 2, PART OF THE LAND, PROPERTY AND SPACE OF LOTS 1, 5 AND 6 IN "900 NORTH MICHIGAN", BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE OF PART OF BLOCK 13 AND THE ACCRETIONS THERETO IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1989 AS DOCUMENT 89208433, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 23, 2007 AS DOCUMENT NUMBER 0724015057, AND AMENDED BY FIRST AMENDMENT RECORDED DECEMBER 27, 2007 AS DOCUMENT 0736115108, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL EASEMENTS AND OTHER EASEMENT RIGHTS FOR THE BENEFIT OF PARCEL 1 AS DECLARED AND CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 107701 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 113495 DATED AS OF APRIL 20, 1989 AND RECORDED MAY 9, 1989 AS DOCUMENT 89208434, SAID EASEMENTS BEING OVER LOTS 4 AND 5 IN 900 NORTH MICHIGAN, BEING A RESUBDIVISION OF THE LAND, PROPERTY AND SPACE OF PART OF BLOCK 13 AND THE ACCRETIONS THERETO IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1989 AS DOCUMENT 89208433, IN COOK COUNTY, ILLINOIS.

AS FURTHER DESCRIBED IN THE ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED AS OF APRIL 27, 2005 AND RECORDED APRIL 28, 2005 AS DOCUMENT NUMBER 0511845085 BY AND BETWEEN 900 TOWER, LLC AND 900 NORTH MICHIGAN, LLC.

PARCEL 3:

EASEMENTS IN FAVOR OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN 900 TOWER, LLC AND 900 NORTH MICHIGAN, LLC, DATED APRIL 27, 2005 AND RECORDED APRIL 28, 2005 AS DOCUMENT NUMBER 0511845100 FOR THE FOLLOWING PURPOSES: (1) INGRESS AND EGRESS OVER, ON AND ACROSS THE "ROP PROPERTY" AS DEFINED THEREIN; (2) IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS, AND BEAMS AND OTHER SUPPORTING COMPONENTS LOCATED WITHIN OR CONSTITUTING A PART OF THE "ROP PROPERTY" AS DEFINED THEREIN; (3) THE USE FOR THEIR INTENDED PURPOSES OF ALL FACILITIES AT ANY TIME LOCATED IN THE "ROP PROPERTY" AS DEFINED THEREIN AND CONNECTED FACILITIES AT ANY TIME LOCATED IN THE "ROP PROPERTY" AS DEFINED THEREIN WHICH PROVIDE OR SHALL BE NECESSARY TO PROVIDE THE INSURED LAND WITH ANY UTILITIES

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OR OTHER SERVICES OR WHICH OTHERWISE MAY BE NECESSARY TO THE OPERATION OF THE INSURED LAND; (4) TO MAINTAIN ENCROACHMENTS; (5) FOR INGRESS AND EGRESS OVER, ON, ACROSS, AND THROUGH THOSE SECTIONS OF THE COMMON OR FIRE STAIRWAYS LOCATED IN THE "ROP PROPERTY" AS DEFINED THEREIN; AND (6) USE OF THE TRUCKING CONCOURSE AND LOADING DOCK LOCATED ON LOWER LEVEL OF THE "ROP PROPERTY" AS DEFINED THEREIN.

AS AMENDED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS DATED AUGUST 27, 2007 AND RECORDED AUGUST 27, 2007 AS DOCUMENT NUMBER 0723960081 MADE BY LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 2, 1987 AND KNOWN AS TRUST NO. 111150, 900 TOWER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, 900 NORTH MICHIGAN, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND THE 132 EAST DELAWARE PLACE CONDOMINIUM ASSOCIATION.

PARCEL 4

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE "23B", A LIMITED COMMON ELEMENT, AS DEFINED IN THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0724015057 AND AMENDED BY FIRST AMENDMENT RECORDED DECEMBER 27, 2007 AS DOCUMENT 0736115108 AND DEPICTED ON THE SURVEY ATTACHED AS EXHIBIT "A".

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## ADJUSTABLE RATE RIDER

(Three-Year Treasury Index-- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 1st day of March, 2010, 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 (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE NORTHERN TRUST COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

77 East Walton Street #23B, Chicago, IL 60611  
[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 4.000%. The Note provides for changes in the interest rate and the monthly payments as follows:

### **4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

#### **(A) Change Dates**

The interest rate I will pay may change on the first day of March, 2013, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### **(B) The Index**

Beginning with the first Change Date, my 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 three years, 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."

If the Index is no longer available, the Note Holder will choose a new index which 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 & 750/1000 percentage points (2.750%) 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 6.000% or less than 2.750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more

**MULTISTATE ADJUSTABLE RATE RIDER--3 YEAR ARM --Single Family --Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

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than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 10.000%.

## (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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include 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

Section 18 of the Security Instrument is 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.

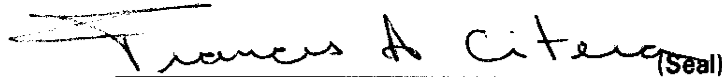
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this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

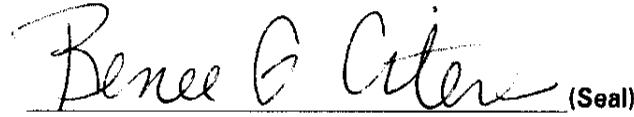
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements 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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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
Francis A. Citera - Borrower

  
Renee G. Citera - Borrower

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