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

WHEN RECORDED MAIL TO: THE NORTHERN TRUST COMPANY JHATHS 15604 **50 SOUTH LASALLE STREET** CHICAGO, IL 60603



1019016047 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/09/2010 01:23 PM Pg: 1 of 4

FOR RECORDER'S USE ONLY

SCY

This Modification of Mortgage prepared by: J. Mathis (BB04) THE NORTHERN TRUST COMPANY **50 SOUTH LASALLE STREET** CHICAGO, IL 60603

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 28, 2010, is made and executed between Jerald I. Jacobs and Wendy Pressley Jacobs, his wife, as joint tenarits, whose address is 400 Madison Avenue, Glencoe, IL 60022 (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 December 31, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 27, 2004 in the Office of Cook County Recorder of Decds as Doc#: 0402731000.

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

PARCEL 1: LOT 3 IN BLOCK 3 IN UTHE'S ADDITION TO GLENCOE, BEING A SCADIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANCE 13, EAST OF THE THIRD PRNCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOT 3 IN BLOCK 3 IN UTHE'S ADDITION TO GLENCOE, AFORESAID

The Real Property or its address is commonly known as 400 Madison Avenue, Glencoe, IL 60022. The Real Property tax identification number is 05-07-417-008. M XIS

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

- 1) The section entitled "REVOLVING LINE OF CREDIT" in the Mortgage shall be deleted in its entirety.
- 2) The definition of "Note" as defined in the Mortgage shall be and hereby is amended to read as follows:  $\mathbf{E} \mathcal{L} \mathcal{O}$

Note. The word "Note" means the promissory note dated February 28, 2010, in the original princip amount of \$24,999.95 from Borrower to Lender, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the promissory note or agreement.

1019016047 Page: 2 of 4

Page 2

#### **UNOFFICIAL COPY**

#### MODIFICATION OF MORTGAGE (Continued)

3) The definition of "Maximum Lien" as defined in the Mortgage shall be and hereby is amended to read as follows:

**MAXIMUM LIEN.** At no time shall the principal amount of Indebtedness secured by this Mortgage, not including sums advanced to protect the security of the Mortgage exceed \$49,999.90.

4) In the section entitles "DEFINITIONS," the definition of "Guarantor" is hereby deleted in its entirety and the following is substituted therefor:

GUARANTOR. The word "Guarantor" means, individually and collectively, Wendly Pressley Jacobs.

5) In the section entitled "DEFINITIONS", the definition of "Guaranty" is hereby deleted in its entirety and the following it substituted therefor:

**GUARANTY** The word "Guaranty" means, individually and collectively, any and all guaranties previously, now, or hereafter executed by Guarantor in favor of Lender pertaining to the Indebtedness or any part thereof.

6) In the section entitled "DEFINITIONS," the definition of "Indebtedness" is hreby deleted in its entirety and the following is substituted therefor:

**INDEBTEDNESS.** The word "Indebtedness" means Borrower's and Grantor's obligations to Lender under or in connection with the following, in each case as amended, restated, renewed, extended or replaced from time to time, whether in a larger or smaller amount, and including without limitation future advances noted below:

The Guaranty and the Note.

Loan No: 2000394885

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 no e 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 lives 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 FEBRUARY 28, 2010.

**GRANTOR:** 

Jerald I. Jacobs

Wendy Pressley Jacobs

1019016047 Page: 3 of 4

## **UNOFFICIAL COPY**

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 2000394885	(Continued)	Page 3
LENDER:		
THE NORTHERN TRUST COMPANY	,	
x Authorized Signer		
<u> </u>		
	INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Junes	O <sub>E</sub>	
V.	) SS	
COUNTY OF @ OOK	0	
the individual described in and who	gned Notary Pub! c, personally appeared <b>Jerald I.</b> a executed the Modification of Mortgage, and acher free and voluntary act and deed, for the	cknowledged that he or she
Given under my hand and official se	eal this 20th rey of Afri	<u>l</u> , 20 <u>10</u> .
By Mary L. Zinizi	Residing at Mort	on grove
Notary Public in and for the State o		
My commission expires Dec	NOTARY PUBLIC	ZINIEL STATE OF ILLINOIS
Mary	J Z Z MY COMMISSION	. <u>=Y/</u> 17c312/19/10 }
	<del>                                     </del>	7)

1019016047 Page: 4 of 4

## **UNOFFICIAL COPY**

### MODIFICATION OF MORTGAGE (Continued)

Loan No: 2000394885	(Continued)	Page 4
	NDIVIDUAL ACKNOWLEDGMENT	
STATE OF Allineis	,	
	) \$\$	
COUNTY OF COOK	)	
	•	
that he or she signed are Modification	gned Notary Public, personally appeared <b>Wendy</b> d in and who executed the Modification of Morn as his or her free and voluntary act and deed,	tgage, and acknowledged for the uses and purposes
Given under my hand and official sea	I this 20th day of april	, <b>20</b> J D .
By Mary L. Zins	Residing at Morto	n grove
Notary Public in and for the State of	•	<b>*****</b>
My commission expires 1000 1	9. ZOLD STICK	AL SEAL
mary L	NOTARY PUBLIC -	STATE OF ILLINOIS I EXPIRES:12/19/10
	LENDER ACKNOWLEDGMENT	
	9	
STATE OF	, , C	
	) ss	
COUNTY OF	1 76	
On this		)_
Public, personally appeared	, before me and known to me to be the NORTHERN TRUST COMPANY that executed	e, the undersigned Notary
TRUST COMPANY, duly authorized otherwise, for the uses and purpose	NORTHERN TRUST COMPANY that executed astrument to be the free and voluntary act and by THE NORTHERN TRUST COMPANY through as therein mentioned, and on oath stated that he fact executed this said instrument on behalf of	deed of THE NORTHERN its board of directors or e or she is authorized to
Ву	Residing at	
Notary Public in and for the State of		
My commission expires		