

UNOFFICIAL COPY

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



Doc#: 1023708268 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2010 02:25 PM Pg: 1 of 6

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

[Space Above This Line For Recording Data]

H25235649
This Modification of Mortgage prepared by:
Scherry Williams
THE NORTHERN TRUST COMPANY
50 SOUTH LASALLE STREET
CHICAGO, IL 60603

CTIC-HE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2010, is made and executed between Michael A. Herman and Leigh Ann Prine, Husband and Wife As Tenants by the Entirety (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 21, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded January 18, 2007 as Document #0701856024 with the Cook County Recorder of Deeds.

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

LOT 46 IN BLOCK 3 IN WILLIAM J GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO EVANSTON AND LAKE SUPERIOR RAILROAD, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1343 W. School St., Chicago, IL 60657-1415. The Real Property tax identification number is 14-20-326-011-0000.

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

WHEREAS, Lender has made a mortgage loan (the "Loan") to Michael A. Herman, and Leigh Ann Prine, ("Borrower") in the principal amount of \$1,200,000.00, reduced by payments to a current principal balance of \$1,121,899.75, 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 May 1, 2008.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE****(Continued)**

Loan No: 39658687

Page 2

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

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 July 1, 2030, 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 whereas 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 July 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.

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 39658687

(Continued)

Page 3

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 JULY 1, 2010.

GRANTOR:

x 
Michael A. Herman

x 
Leigh Ann Prine

LENDER:

THE NORTHERN TRUST COMPANY

x 
Authorized Signer

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 39658687

(Continued)

Page 4

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

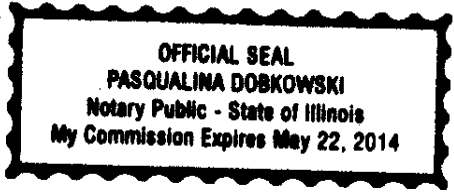
On this day before me, the undersigned Notary Public, personally appeared **Michael A. Herman**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the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

Given under my hand and official seal this 7th day of July, 2010.

By Pasqualina Dobkowski Residing at 1017 Lacey, Lisle

Notary Public in and for the State of ILLINOIS

My commission expires 5/22/2014



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

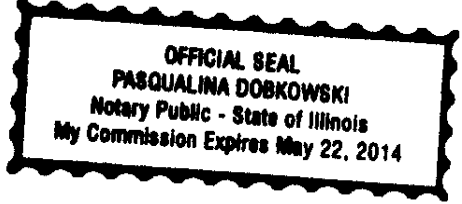
On this day before me, the undersigned Notary Public, personally appeared **Leigh Ann Fine**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 7th day of July, 2010.

By Pasqualina Dobkowski Residing at 1017 Lacey, Lisle

Notary Public in and for the State of ILLINOIS

My commission expires 5/22/2014



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 39658687

(Continued)

Page 5

LENDER ACKNOWLEDGMENT

STATE OF IL)
)
) SS
 COUNTY OF Cook)

On this 1st day of July, 2010 before me, the undersigned Notary Public, personally appeared Mary Moran and known to me to be the 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 ST.
 Notary Public in and for the State of IL

My commission expires 01/08/2011



Cook County Clerk's Office

UNOFFICIAL COPY

File No.: STC-2292

EXHIBIT A

PIN: 14-20-326-011-0000

LOT 46 IN BLOCK 3 IN WILLIAM J GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO EVANSTON AND LAKE SUPERIOR RAILROAD, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office