## **UNOFFICIAL COPY**

4407387 83

GIT (11.3)

1838947851

Doc#: 1030947051 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 11/05/2010 02:15 PM Pg: 1 of 5

Loan #3800224879

After recording return to:

PAGE AND BY

THE NORTHERN TRUST COMPANY

50 S. LASALLE STREET

CHICAGO IL 60603

ATTN. NATIONAL MORTGAGE CENTER B-A

MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT AND DISCLOSURE STATEMENT (Reduced Credit Lithit, Modified Interest Rate, Payment)

4402367238

This Mortgage Modification Agreemer (and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into as of October 4, 2010, by and between Jerald I. Jacobs And Wendy Anne Pressley-Jacobs, His Wife, As Joint Tenents (hereinafter, whether one or more, the "Borrower") and THE NOR'TYERN 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 January 9, 2007, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$250,000.00 (the "Credit Limi");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Eank as Mortgage a Mortgage (the "Mortgage") dated January 9, 2007, 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 400 Madison, Avenue, Glencoe, Il. 60022, which Mortgage was recorded on January 31, 2007, as Document No. 0703147085 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 \$250,000.00 to \$21,500.00, 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.

### **UNOFFICIAL COPY**

Now, therefore, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

- 1. <u>Amendment to Mortgage</u>. The first paragraph on the first page of the Mortgage (the "Maximum Lien" clause) is hereby amended by substituting "\$21,500.00" [new Credit Limit] for "\$250,000.00" [original Credit Limit].
- 2. <u>Amendment to Agreement</u>. The Agreement is amended by substituting "\$21,500.00" [new Credit Limit] for "\$250,000.00" [original Credit Limit].
- 3. Interest Rate Change. The Agreement is amended by changing the interest rate from Prime -1.25% to Prime +1.50% effective October 4, 2010. The ANNUAL PERCENTAGE RATE, as of October 1, 2010, is 3.25% and the Monthly Periodic Rate is 0.270083%
- 4. <u>Payment</u>. Borrower agrees to pay Bank \$228,500.00 (as of October 4, 2010) plus accrued interest and unpaid fees by October 4, 2010.
  - 5. Effective Date. Thus A mendment is effective as of October 4, 2010.
- 6. 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 soligations stated therein to be secured thereby.
- 7. <u>No Implied Amendments</u>. 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.
- 8. <u>Miscellaneous</u>. This amendment shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns.

1030947051 Page: 3 of 5

## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

**BORROWERS:** 

By. Chris.
Its: Offier THE NORTHERN TRUST COMPANY

## **UNOFFICIAL COPY**

STATE OF ILLINOIS)	
COUNTY OF COOK)	
I, Tammy Clark , a Notary Public in and for sai aforesaid, do hereby certify that walk of the executed and deliver instrument as their free and voluntary act for the use and purposes the	red the foregoing
Given under my hand and notaria  38 day of Cholen Sol	l seal this O
My Commission Expires. 12-28-13	
	OFFICIAL SEAL TAMMY CLARK otary Public - State of Illinois Commission Expires Dec 28, 2013
STATE OF ILLINOIS)	
COUNTY OF COOK)	
TATE OF DESIGNATION OF THE STATE OF THE STAT	Ctata afarragid do hom

I, Maria G. Pena, a Notary Public in and to: said County, in the State aforesaid, do hereby certify that Christy Carrillo, Offier of THE NORTHERN TRUST COMPANY, who is personally known to me to be the person whose name is abscribed to the foregoing instrument as such Offier and is personally known to me to be such Offier, 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 Offier, as aforesaid, and as the free and voluntary act of THE NORTHERN TRUST COMPANY for the uses and purposes the in set forth.

Official Seal Maria G Pena Notary Public State of Illinois My Commission Expires 03/02/2014 Given under my hand and notarial seal this

4TH day of October, 2010.

Notary Public

My Commission Expires: 3/2/14

1030947051 Page: 5 of 5

# **UNOFFICIAL C**

- 004402387 **ORDER NO.:** 1301 ESCROW NO.: 1301 . 004402387

1

STREET ADDRESS: 400 MADISON AVENUE

CITY: GLENCOE

**ZIP CODE:** 60022

TAX NUMBER: 05-07-417-008-0000

COUNTY: COOK

#### LEGAL DESCRIPTION:

Exhibit "A" PARCEL 1: LOT 3 IN BLOCK 3 IN UTHE'S ADDITION TO GLENCOE, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECT. ON 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNT (, 'LLINOIS.

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