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Doc#: 1032826014 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/24/2010 08:10 AM Pg: 1 of 6

Loan #2000468838

After recording return to:

THE NOKTATRN TRUST COMPANY
50 S. LASALLE NTREET
CHICAGO IL 62663
ATTN. NATIONAL MORTGAGE CENTER B-A

MORT GAGE MODIFICATION AGREEMENT
AND AMENDMENT TO A GREEMENT AND DISCLOSURE STATEMENT
(Reduced Credit Livity, Modified Interest Rate, Payment)

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into as of October 21, 2010, by and between James J. Mathews And Deborah Z. Mathews (hereingarer, whether one or more, the "Borrower") and THE NORTHERN TRUST COMPANY, an Illinoi, banking corporation (the "Bank").

WHEREAS, the Borrower has entered into The Northern Frust Company Credit Line Agreement and Disclosure Statement (the "Agreement") dated Marc's 14, 2006, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$325,000.00 (the "Credit L mit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgage a Mortgage (the "Mortgage") dated March 14, 2006, 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 2020 N. Lincoln Park West, #10g, which Mortgage was recorded on April 5, 2006, as Document No. 0609546061 by the office of the Recorder of Deeds of such county;

Borrower has requested that the Credit Limit be decreased from \$325,000.00 to \$242,500.00, 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.

Old Republic National Title Insurance Company

20 South Clark Street

Suite 2000

Chicago, IL 60603

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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 "\$242,500.00" [new Credit Limit] for "\$325,000.00" [original Credit Limit].
- 2. <u>Amendment to Agreement</u>. The Agreement is amended by substituting "\$242,500.00" [new Credit Limit] for "\$325,000.00" [original Credit Limit].
- 3. Interest Rate Change. The Agreement is amended by changing the interest rate from Prime -0.75% to Prime +0.50 effective November 16, 2010. The ANNUAL PERCENTAGE RATE, as of October 1, 2010, is 3.25% and the Monthly Periodic Rate is .27083%
- 4. Paymer: Borrower agrees to pay Bank \$47,460.56 (as of October 19, 2010) plus accrued interest and unpaid then by October 21, 2010.
  - 5. Effective Date. This Amendment is effective as of October 21, 2010.
- 6. References. Wherever in the Mortgage, the Agreement or any other instrument evidencing, securing or guaranteeing the bans 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 forms up to the amended Maximum Credit Amount, with interest thereon, plus any other sums and obligations stated therein to be secured thereby.
- 7. No Implied Amendments. 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.

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THE N.

By:

Christy

Ite: Officer

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THE N

By: Christy

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

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STATE OF ILLINOIS)
COUNTY OF COOK)
aforesaid, do hereby certify that, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, a Notary Public in and for said County, in the State aforesaid, do hereby certify that executed and delivered the foregoing instrument as free and voluntary act for the use and purposes therein set forth.
Given under my hand and notarial seal this  24H day of Ctool Zolo  Notary Public
My Commission Expires. C) /28/II
STATE OF ILLINOIS) COUNTY OF COOK)

I, Arnold L. Benson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Carrillo, Officer of THE NORTHERN TRUST COMPANY, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such Officer and is personally known to me to be such Officer, 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 Officer, as aforesaid, and as the free and voluntary act of THE NORTHERN TRUST COMPANY for the uses and purposes therein set forth.

Official Seal
Arnold L Benson
Notary Public State of Illinois
My Commission Expires 04/09/2013

Given under my hand and notarial seal this 21st day of October, 2010.

Notary Public

My Commission Expires: 4/9/13

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#### LEGAL DESCRIPTION

UNIT 10G IN 2020 LINCOLN PARK WEST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS AND PARTS OF LOTS IN KUHN'S SUBDIVISION OF THE EAST 1/2 OF LOT 7 IN BLOCK 31 IN CANAL TRUSTEES' SUBDIVISION AND IN JACOB REHM'S SUBDIVISION OF CERTAIN LOTS IN KUHN'S SUBDIVISION AFORESAID, TOGETHER WITH CERTAIN PARTS OF VACATED ALLEYS ADJOINING CERTAIN OF SAID LOTS, ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25750909 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Address commonly known as: 2020 Lincoln Park West, 10G Coot County Clert's Office Chicago, IL 60614

PIN#: 14-33-208-028-1106