

# UNOFFICIAL COPY



Doc#: 1036422062 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2010 01:28 PM Pg: 1 of 4

**Loan # 2000481621**

**After recording return to:**

**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 Limit, Modified Interest Rate)**

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into as of November 5, 2010, by and between Daniel S. Moy And Jenny T. Moy (hereinafter, whether one or more, the "Borrower") and THE NORTHERN 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 December 20, 2002, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$376,000.00 (the "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee a Mortgage (the "Mortgage") dated December 20, 2002, 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 1125 Highland Lane, Glenview, IL 60025, which Mortgage was recorded on January 7, 2003, as Document No. 0030026961 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 \$376,000.00 to \$225,900.00, 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.

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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. Amendment to Mortgage. The first paragraph on the first page of the Mortgage (the "Maximum Lien" clause) is hereby amended by substituting "\$225,900.00" [new Credit Limit] for "\$376,000.00" [original Credit Limit].

2. Amendment to Agreement. The Agreement is amended by substituting "\$225,900.00" [new Credit Limit] for "\$376,000.00" [original Credit Limit].

3. Interest Rate Change. The Agreement is amended by changing the interest rate from Prime -0.75% to Prime +1.50%% effective November 16, 2010. The **ANNUAL PERCENTAGE RATE**, as of November 1, 2010, is 3.25% and the Monthly Periodic Rate is .27083%

4. Effective Date. This Amendment is effective as of November 5, 2010.

5. References. Whenever 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 obligations stated therein to be secured thereby.

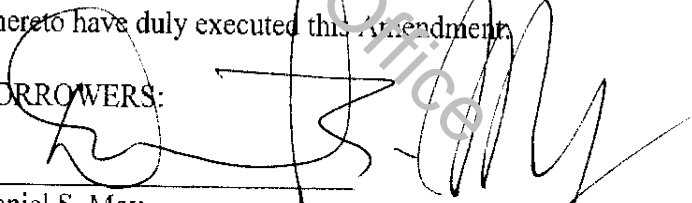
6. No Implied Amendments. Except as expressly modified hereby, all of the terms and conditions of the Mortgage and the Agreement shall stand and remain unchanged and in full force and effect.

7. Miscellaneous. This amendment shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns.

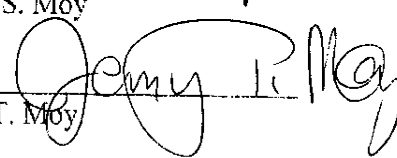
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

BORROWERS:

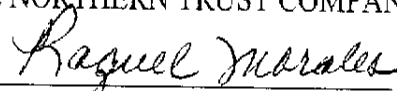
x

  
Daniel S. Moy

x

  
Jenny T. Moy

THE NORTHERN TRUST COMPANY

By:   
Raquel Morales

Its: Second Vice President

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STATE OF ILLINOIS)

COUNTY OF COOK)

I, Laura J. Delporte, a Notary Public in and for said County, in the State aforesaid, do hereby certify that they personally appeared before me and acknowledged that they executed and delivered the foregoing instrument as their free and voluntary act for the use and purposes therein set forth.

Given under my hand and notarial seal this

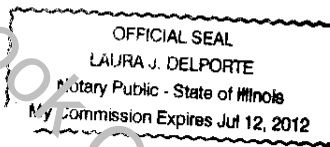
17 day of Dec 2010

[Signature]  
Notary Public

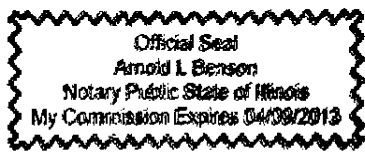
My Commission Expires: \_\_\_\_\_

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 Raquel Morales, Second Vice President 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 Second Vice President and is personally known to me to be such Second Vice President, 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 Second Vice President, as aforesaid, and as the free and voluntary act of THE NORTHERN TRUST COMPANY for the uses and purposes therein set forth.



Given under my hand and notarial seal this  
5<sup>th</sup> day of November, 2010.

Arnold L. Benson  
Notary Public

My Commission Expires: 4/9/2013

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## EXHIBIT A

### LEGAL DESCRIPTION:

LOT 18 IN C. D. JOHNSON COMPANY'S HIGHLAND LANE, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 04-33-116-009

Property of Cook County Clerk's Office

Mortgage Modification Agreement and  
Amendment to Agreement and Disclosure Statement (10/03)