



Doc#: 1106112099 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/02/2011 11:12 AM Pg: 1 of 4

REPUBLIC TITLE COMPANY  
1941 ROHLWING ROAD  
ROLLING MEADOWS, IL 60008  
*RTC 81610*

**Loan #3800242559**

**After recording return to:**

**THE NORTHERN TRUST COMPANY  
50 S. LASALLE STREET  
CHICAGO IL 60603  
ATTN. NATIONAL MORTGAGE CENTER B-A**

*Ref 30*

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

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into as of July 6, 2010, by and between F. Andrew Duerkop And Jennifer M. Duerkop, Husband And Wife (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 June 6, 2008, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$300,000.00 (the "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee a Mortgage (the "Mortgage") dated June 6, 2008, 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 701 South Prospect Avenue, Park Ridge, IL 60068, which Mortgage was recorded on June 16, 2008, as Document No. 0816811052 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 \$300,000.00 to \$260,000.00, 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.

**S X  
P L  
S U  
S C Y  
I N T R**

**UNOFFICIAL COPY**

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 "\$260,000.00" [new Credit Limit] for "\$300,000.00" [original Credit Limit].
2. **Amendment to Agreement.** The Agreement is amended by substituting "\$260,000.00" [new Credit Limit] for "\$300,000.00" [original Credit Limit].
3. **Interest Rate Change.** The Agreement is amended by changing the interest rate from Prime -0.75% to Prime +0.25 effective July 6, 2010. The **ANNUAL PERCENTAGE RATE**, as of July 1, 2010, is 3.50% and the Monthly Periodic Rate is 0.29167%
4. **Payment.** Borrower agrees to pay Bank \$40,000.00 (as of July 6, 2010) plus accrued interest and unpaid fees by July 12, 2010.
5. **Effective Date.** This Amendment is effective as of July 12, 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 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. **Miscellaneous.** This amendment shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns.

# UNOFFICIAL COPY

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

BORROWERS:

x *F. Andrew Duerkop*

F. Andrew Duerkop

x *Jennifer M. Duerkop*

Jennifer M. Duerkop

THE NORTHERN TRUST COMPANY

By: *Raquel Morales*

Raquel Morales

Its: Second Vice President

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

Property Address: 701 South Prospect Avenue, Park Ridge, IL 60068

LOT 17 IN FRED I. GILICK'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST 6 AND 2/3 ACRES OF THE NORTH 20 ACRES OF THE WEST 19.50 CHAINS OF THE NORTH 17.32 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-35-401-024-0000