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Doc#: 1110419089 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 04/14/2011 10:20 AM Pg: 1 of 6

RETURN TO: WORLDWIDE RECORDING, INC. 9801 LEGLER RD LENEXA, KS 66219 1-800-316-4682

Loan #3800227649

After recerding return to:

Phyparic 21. Kristyn Downly THE NORTHERN TRUST COMPANY 50 S. LASALLE STREET CHICAGO IL 60063 ATTN. NATIONAL MORTGAGE CENTER B-A

Pint 17-04-417-024-0000

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

11/4/207203

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into as of March 17, 2011, by and between Gregory T. Nagel (hereinafter, whether one or more, the "Forrower") and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Pank").

WHEREAS, the Borrower has entered into The Northern 7 rust Company Credit Line Agreement and Disclosure Statement (the "Agreement") dated May 22, 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 \$195,000.00 (the "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Eank as Mortgagee a Mortgage (the "Mortgage") dated May 22, 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 1040 North Winchester Avenue, Chicago, Il 60622, which Mortgage was recorded on June 11, 2007, as Document No. 0716208106 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 \$195,000.00 to \$175,000.00, 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 yes S N SC yes yes

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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 "\$175,000.00" [new Credit Limit] for "\$195,000.00" [original Credit Limit].
- 2. <u>Amendment to Agreement.</u> The Agreement is amended by substituting "\$175,000.00" [new Credit Limit] for "\$195,000.00" [original Credit Limit].
- 3. <u>Interest Rate Change</u>. The Agreement is amended by changing the interest rate from Prime 1 00% to Prime + 1.00% effective March 16, 2011. The **ANNUAL PERCENTAGE RATE**, as of January 1, 2011, is 3.25% and the Monthly Periodic Rate is .27083%
- 4. Payment Borrower agrees to pay Bank \$19,900.00 (as of February 25, 2011) plus accrued interest and unpaid fees by March 1, 2011.
  - 5. Effective Date. This Amendment is effective as of March 1, 2011.
- 6. References. Wherever in the Mortgage, the Agreement or any other instrument evidencing, securing or guaranteeing the 10 ms 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 'oans up to the amended Maximum Credit Amount, with interest thereon, plus any other sums and obligations 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 bindir g upon the parties hereto and their heirs, personal representatives, executors, successors and assigns.

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

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	BORROWERS:  x  Moyor  Coregory T. Magel
00-	x
DOOR THE OF COO	By: Christy Carrillo
	Its: Officer
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	74,
	'S
	O <sub>Sc.</sub>
	Its: Officer

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STATE OF ILLINOIS)	
COUNTY OF COOK)	
I,	, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that	, personally
	dged that executed and delivered the foregoing voluntary act for the use and purposes therein set forth.
	Given under my hand and notarial seal this
	day of
0	Noton: Dublic
100	Notary Public
My Commission Expires.	•
My Commission Expires.	<del></del>
Ox	
STATE OF ILLINOIS)	
)	
COUNTY OF COOK)	4
I Ameld I Dec. N	P.III. Control of the
	ary Public in and for said County, in the State aforesaid, do
is personally known to me to be the	o, Officer of IHE NORTHERN TRUST COMPANY, who he person whose name is subscribed to the foregoing instrument
as such Officer and is personal	lly known to me to be such Officer, appeared before me
	ged that he/she signed and derive red and attested the said
instrument as his/her free and volu	intary act as such Officer, as aforesaid, and as the free and
voluntary act of THE NORTHERI	N TRUST COMPANY for the uses and purposes therein set
forth.	7.
······································	Given under my hand and notarial seal (nis)
Official Seal Amold I. Benson	1 <sup>st</sup> day of March, 2011.
Notary Public State of Illinois My Commission Expires 04/09/2013	Aprill & Roman
<b></b>	Notary Public
My Commission Expires: 4/9/13	Arnold L. Benson

## UNOFFICIAL COPY 1:22/No. 7500000281 P 5

STATE OF ILLINOIS)		
COUNTY OF COOK)		
aforesaid, do hereby certify that appeared before me and acknowledge instrument as free and v	, a Notary Public in and for said Concy Till Nage   ged that executed and delivered oluntary act for the use and purposes the	, personally
00	Given under my hand and notarial seal day of March, 20	this
My Commission Expires: //	Notary Public //03/20/2 Mablate	"OFFICIAL SEAL" TARA BLAKE NOTARY PUBLIC, STATE OF ILLINOIS
Ox		NY COMMISSION EXPIRES NOVEMBER 03, 2012
STATE OF ILLINOIS)	0_	
COUNTY OF COOK)	04	
I. Arnold I. Benson, a Notar	re Doblie in C. L. C.	

I, Arnold L. Benson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christy Carrillo, Officer of TAE 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 relivered and attested the said instrument as his/her free and voluntary act as such Officer, at aforesaid, and as the free and voluntary act of THE NORTHERN TRUST COMPANY for the uses and purposes therein set forth.

Official Seel
Amold L Beneon
Notary Public State of Winois
My Commission Expires 04/09/2013

Given under my hand and notarial seal his 1st day of March, 2011.

**Notary Public** 

My Commission Expires: 4/9/13

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#### EXHIBIT A

#### LEGAL DESCRIPTION:

LOT 18 IN CRAM'S SUBDIVISION OF LOT 1 OF THE WEST 1/2 OF BLOCK 3 OF COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-06-413-029

Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement decrease, rate change and payment (03/06)