UNOFFICIAL COPY

RECORDATION REQUESTED BY: THE NORTHERN TRUST COMPANY 50 SOUTH LASALLE STREET CHICAGO, IL 60603

WHEN RECORDED MAIL TO: THE NORTHERN TRUST COMPANY 50 SOUTH LASALLE STREET CHICAGO, IL 60603

SEND TAX NOTICES TO:
THE NORTHE'IN TRUST
COMPANY
50 SOUTH LASALL'S TREET
CHICAGO, IL 60603



Doc#: 1204513009 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 02/14/2012 09:12 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 31, 2011, is made and executed between Dan Blau and Jeanne Blau, tenants by the entirety, whose address is 1540 Aubury Avenue, Winnetka, IL 60093 (referred to below as "Grantor") and THE NORTHERN TRUST COMPANY, whose address is 50 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 17, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

recorded December 22, 2003 in the Cook County Recorder of Decis Office as Document No. 0335626292.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1540 Asbury Avenue, Winnetka, IL 60093. The Real Property tax identification number is 05-18-106-013-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The definition of "Credit Agreement" as defined in the Mortgage shall be deleted in its entirety and replaced with the following:

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated October 31, 2011 with a credit limit of \$1,850,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index currently is 0.00616% per annum. If the index increases, the payments tied to the index, and therefore

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 2000011447

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the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 2.25% per annum or more than the lesser of 20.000% per annum or the maximum rate allowed by the applicable law. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Any and all references to a maturity date are hereby deleted.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "lote"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not or released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES/TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 31, County Clark's Office

2011.

Jeanne Blau

ENDER:

THE NORTHERN TRUST COMPANY

Authorized Signer

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4. The land referred o in his policy is described as ollows:

LOT 38 IN BLIETZ'S WINNETKA SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE LYING MIDWAY BETWEEN CENTER LINE OF ASBURY AVENUE AND EDGEWOOD LANE EXTENDED WEST OF GROVE STREET AND THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 LYING NORTH OF CENTER LINE OF EDGEWOOD LANE EXTENDED WEST IN SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 2000011447	(Continued)	raye 3
IN	NDIVIDUAL ACKNOWLEDGMENT	
known to be the individuals describe) SS) gned Notary Public, personally appeared Dan Blaued in and who executed the Modification of Mortgotheir free and voluntary act and deed, for the use this day of Columnia day of Columni	gage, and acknowledged
Notary Public in and for the State of My commission expires	Residing at "OFFICIAL SEAL" Lawrence M. Freedman Notary Public, State of Illinois My Commission Expires 06-20-2	013
STATE OF Illinois	LENDER ACKNOWLEDGMENT	
instrument and acknowledged said TRUST COMPANY, duly authorized otherwise, for the uses and purpos execute this said instrument and in COMPANY.	and known to me to be the HE NORTHERN TRUST COMPANY that executed instrument to be the free and voluntary act and by THE NORTHERN TRUST COMPANY through ses therein mentioned, and on oath stated that he fact executed this said instrument on behalf of	the within and foregoing deed of THE NORTHERN its board of directors or e or she is authorized to
Notary Public in and for the State of My commission expires	JUineis management	I Seal Beres State of Illinois opires 09/18/2012