

Doc#: 1233333131 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/28/2012 01:42 PM Pg: 1 of 6

Loan #3800124947

Vrepare By:
After recording sturn 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 and Payment)

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into as of October 26, 2012, by and between Michael E Werner And Laura W Werner (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 March 21, 2006, pursuant to which the Borrower may from time to time borrow from the Bank amounts not we exceed the aggregate outstanding principal balance of \$1,945,000.00 (the "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Eany as Mortgagee a Mortgage (the "Mortgage") dated March 21, 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 33 E Bellevue Pl #2w, Chicago, Il 60611, which Mortgage was recorded on April 21, 2006, as Document No. 0611147151 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 \$1,945,000.00 to \$320,000, 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.

BOX 334 CTI

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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 "\$320,000.00" [new Credit Limit] for "\$1,945,000.00" [original Credit Limit].
- 2. <u>Amendment to Agreement</u>. The Agreement is amended by substituting "\$320,000.00" [new Credit Limit] for "\$1,945,000.00" [original Credit Limit].
- 3. Payment. Borrower agrees to pay Bank \$633,263.11 (as of October 26, 2012) plus accrued interest and unpaid fees by November 26, 2012.
  - 4. Effective Date. This Amendment is effective as of October 26, 2012.
- 5. References. We erever 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 suind and remain unchanged and in full force and effect.
- 7. <u>Miscellaneous</u>. This amendment shall extend to another 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:** 

Michael E Werner

Laura W Werner

THE NORTHERN TRUST COMPANY

Clarate

Its: Officer

Now, therefore, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

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- 2. <u>Amendment to Agreement</u>. The Agreement is amended by substituting "\$320,000.00" [new Credit Limit] for "\$1,945,000.00" [original Credit Limit].
- 3. <u>Yayment</u>. Borrower agrees to pay Bank \$633,263.11 (as of October 26, 2012) plus accrued interest and unpaid fees by November 26, 2012.
  - 4. Effective Date. This Amendment is effective as of October 26, 2012.
- 5. 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 of 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. <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.
- 7. <u>Miscellaneous</u>. This amendment shall extend to anale 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 Michael E Werner
xLaura W Werner
THE NORTHERN TRUST COMPANY  By:  Christy Carrillo
Its: Officer

STATE OF ILLINOIS)
COUNTY OF COOK)
I,
Given under my hand and notarial seal this
My Commission Expires:  "OFFICIAL SEAL"  George Vosnos  Notary Public, State of Illinois  My Commission Expires 6 ft
STATE OF ILLINOIS)  COUNTY OF COOK)  My Commission Expires 5/24/2016  COUNTY OF COOK)
I, Tabitha Yoo, 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 TABITHA B YOO Notary Public - State of Illinois My Commission Expires Mar 9, 2015  Given under my hand and notarial seal this 26 <sup>th</sup> day of October, 2012.  Notary Public
My Commission Expires: $392015$

STATE OF ILLINOIS)	
COUNTY OF COOK)	
I,	_, a Notary Public in and for said County, in the State personally
appeared before me and acknowledged	that executed and delivered the foregoing y act for the use and purposes therein set forth.
*	
G	iven under my hand and notarial seal this
-	day of
G -	Notary Public
My Commission Expires:	
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	4
STATE OF ILLINOIS)	C
COUNTY OF COOK)	
acetify that Christy Carrillo, Officer of	in and for said County, in the State aforesaid, do hereby THE NORTHERN TRUST COMPANY, who is
personally known to me to be the personally known	on whose name is subscribed to the foregoing instrument in to me to be such Officer, appeared before me this day in
person and acknowledged that he/she s	signed and delivered and attested the said instrument as Officer, as aforesaid, and as the free and voluntary act of
THE NORTHERN TRUST COMPAN	IY for the uses and purposes therein set forth.
	Given under my hand and notarial seal this
TABITHA B YOO Notary Public - State of Illinois	day of October, 2012.
My Commission Expires Mar 9, 2015	MOTHER BUDD
,	Notary Public
My Commission Expires: $3920$	iŠ

1233333131 Page: 6 of 6

## **UNOFFICIAL COPY**

STREET ADDRESS: 33 E. BELLEVUE PLACE

UNIT 2W

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 17-03-204-068-1003

#### LEGAL DESCRIPTION:

UNIT 2W TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 33 EAST BELLEVUE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 93032608, AND AS AMENDED FROM TIME TO TIME, IN SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Proberty of Cook County Clark's Office