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COOK COUNTY CLERK OF DEEDS 16 91655411

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1991 DEC 13 AM 10:31

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MODIFICATION AGREEMENT

THIS AGREEMENT dated as of the 15th day of November, 1991 by and between DANIEL J. HIRSCH and BONNIE A. HIRSCH, his wife, (hereinafter called the "Borrower"), and THE NORTHERN TRUST COMPANY (hereinafter called the "Bank"), WITNESSETH THAT:

WHEREAS, the Borrower executed and delivered to the Bank a Note dated May 1, 1989 in the amount of \$224,000.00 now reduced by payments to a current balance of \$219,540.21 being originally payable in monthly installments of \$2,069.98 commencing July 1, 1989 with a final installment due June 1, 2019 said installments including interest on the unpaid principal balance at the rate of 10.625% per annum (said instrument being hereinafter called the "Note"); and

WHEREAS, the Borrower executed and delivered to the Bank a MORTGAGE dated May 1, 1989 securing the Note and conveying and mortgaging real estate located in Cook County, STATE OF ILLINOIS, legally described as follows:

Lot 30 in Northbrook Knolls, being a resubdivision of vacated Northbrook Knolls, being Gilbert Clarence Bills subdivision of Lot 1 (except the West 441 feet of the South 522.90 feet) in Jacob Keists division of land in the West three-fifths of the North West 1/4 of Section 9, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded July 22, 1957 as Document 16963315 in Cook County, Illinois.

885 HAWTHORNE, NORTHBROOK  
PIN #04-09-106-017-0000

said MORTGAGE being recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 1, 1989 as Document Number 89247185; and

WHEREAS, the parties hereto wish to decrease both the rate of interest and the amount of the monthly installments provided in the said Note, to affirm that the Note as so amended is secured by the lien of the said MORTGAGE, and to confirm that all references to the Note and underlying indebtedness in the said MORTGAGE shall henceforth stand as reference to the Note and underlying indebtedness as hereby amended; and

WHEREAS, the Bank represents that it is the owner and holder of the Note, and the Borrower represents that it is the owner of the said real estate and all improvements thereon and that there are no liens (except for taxes not yet due) or mortgages on the said real estate and improvements except in favor of the Bank;

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NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby mutually acknowledged, the parties hereto agree as follows:

1. That the Bank hereby agrees that wherever the interest rate of "10.625%" appears in said Note that it be changed to read: "8.750%", and that the monthly installments be decreased from \$2,069.98 to \$1,759.69 and the Borrower agrees that it will pay the holder of the Note or to its order the principal sum of \$219,540.21 and interest accruing from and after November 1, 1991 on the balance of principal remaining from time to time unpaid at the rate of 8.750% per annum in installments as follows:

\$1,759.69 on the 1st day of December, 1991 and on the 1st day of each month thereafter until the Note is fully paid, except that the final payment of principal and interest if not sooner paid shall be due and payable the 1st day of June, 2019, all such payments to be applied first on interest at the rate of 8.750% per annum on the whole amount of said principal sum remaining from time to time unpaid and the balance on principal.

2. That the Bank agrees on behalf of itself and of any subsequent holder to mark the Note so as to reflect the terms of this Agreement before transferring or negotiating the same.

3. That the Borrower hereby agrees that the lien of the said Mortgage shall secure the Note as hereby amended to the same extent as if the Note as amended were set forth and described in the Mortgage.

4. That both parties hereto further mutually agree that all of the provisions, stipulations, powers and covenants in the said Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by this Agreement.

5. That this Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

  
\_\_\_\_\_  
DANIEL J. HIRSCH

  
\_\_\_\_\_  
BONNIE A. HIRSCH

THE NORTHERN TRUST COMPANY

By:   
Its: VICE PRESIDENT

Attest By:   
Its: ASSISTANT SECRETARY

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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DANIEL J. HIRSCH and BONNIE A. HIRSCH, 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 21<sup>st</sup> day of November, 1991.

Nancy K. Lundius  
Notary Public

My Commission Expires: July 11, 1993

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, BARBARA L. KRAUSS a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOANNE CASHMORE, VICE PRESIDENT of THE NORTHERN TRUST COMPANY, and THOMAS P. NICHOL, ASSISTANT SECRETARY of THE NORTHERN TRUST COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and such ASSISTANT SECRETARY and are personally known to me to be such VICE PRESIDENT and such ASSISTANT SECRETARY, appeared before me this day in person and acknowledged that they respectively signed and delivered and attested the said instrument as their free and voluntary act as such VICE PRESIDENT and such ASSISTANT SECRETARY, 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 25 day of November, 1991.

Barbara L. Krauss  
Notary Public

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

*mailed to:*  
THIS INSTRUMENT WAS PREPARED BY:  
THE NORTHERN TRUST COMPANY  
ROSE A. ELLIS  
50 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60675

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