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DEPT-01 RECORDING \$35.00
T#0012 TRAN 8511 01/03/96 11:24:00
#0219 # CG #-96-005124
COOK COUNTY RECORDER

96005124

DEPT-10 PENALTY \$32.00

22242(R 11/95)

The above space for recorder's use only.

MORTGAGE MODIFICATION AGREEMENT

911172

3566
3200 P
11/14

This Mortgage Modification Agreement ("this Agreement") dated as of December 1, 1995 is by, between and among HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 22, 1986 AND KNOWN AS TRUST NUMBER 43583

(the foregoing party(ies), individually and collectively, "Borrower") and The Northern Trust Company ("Lender").

WHEREAS, Lender has made a mortgage loan (the "Loan") to Borrower in the principal amount of \$ 89,000.00, reduced by payments to a current principal balance of \$ 59,665.26, and Borrower has executed and delivered to Lender a note evidencing the Loan (the note, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Existing Note") dated July 25, 1986;

WHEREAS, Borrower has executed and delivered to Lender a mortgage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated July 25, 1986 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 12, 1986 as Document Number LR3537175, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 4949 Golf Rd., Unit 301, Skokie, Illinois 60077

in Cook County, Illinois, legally described on Exhibit A attached hereto and identified by Pin Number: 10-16-204-018-1021 (together with all fixtures and improvements thereon, the "Property");

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Borrower represents that it is the owner of the Property and that there are no liens (except for taxes not yet due) or mortgages on the Property, except any in favor of Lender and any junior mortgage subordinated to the Mortgage of which Lender has knowledge; and

WHEREAS, the parties hereto wish to modify the terms of the Loan so that the terms of the Existing Note, as previously documented and disclosed by Lender, are replaced with the terms of that note (together with the terms of any and all riders and attachments thereto) dated the date of this Agreement, attached hereto as Exhibit B and incorporated herein by reference (such note together with all such riders and attachments, the "Replacement Note"), as such terms have been disclosed in the disclosures given to Borrower by Lender in contemplation of this modification;

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The recitals (whereas clauses) above are hereby incorporated herein by reference.

2. As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments as Lender may request from time to time (collectively, the "Replacement Documents").

BOX 333-CTT

ADD 11632 F3 LP

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3. The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement Note, which Replacement Note shall be in the principal amount of \$ 59,665.26. Any and all accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a Fixed Rate Note, from and after the date hereof, any Adjustable Rate Rider to the Mortgage shall cease to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note or an Adjustable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to be of any effect.

4. References in the Mortgage and related documents to the "Note" and riders and attachments thereto shall, from and after the date hereof, be deemed references to the Replacement Note.

5. Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "Renewed by Note dated December 1, 1995" [date of Replacement Note].

6. Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, renewal and replacement of the Existing Note, is and shall be a continuing obligation of Borrower to Lender, and (ii) the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement Note were set forth and described in the Mortgage.

7. The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the 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 the Replacement Documents.

8. This Agreement and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal law of the State of Illinois, and shall be deemed to have been executed in such State. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns, except that Borrower may not transfer or assign its rights or interest hereunder without the prior written consent of Lender. Terms not otherwise defined herein shall have the meanings given to them in the Replacement Documents and Mortgage.

9. A land trustee executing this Agreement does not make the representations and warranties above relating to the balance of the Loan or the presence or absence of liens on the Property. The land trustee's waiver attached hereto (if applicable) is hereby incorporated herein by reference.

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

X Sara Trilling
Type Name: SARA TRILLING

Type Name:

STATE OF IL
COUNTY OF COOK

I, Michelle Wegner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SARA TRILLING, who is/are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me and acknowledged that (s)he/they signed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 19 95.



Michelle Wegner
Notary Public

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HARRIS TRUST AND SAVINGS BANK AS
TRUSTEE UNDER TRUST AGREEMENT
DATED APRIL 22, 1986 AND KNOWN AS
TRUST NUMBER 43583

LAND TRUSTEE (if applicable):

By: [Signature]
Its: Vice-President

STATE OF ILLINOIS
COUNTY OF COOK

COLE TAYLOR BANK is successor Land
Trustee to Harris Bank and all references
within this document to Harris Bank shall
be deemed to mean Cole Taylor Bank as
Successor Trustee.

I, KENNETH E. PIEKUT, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that KENNETH E. PIEKUT a(n) VICE-President (title) of
COLE TAYLOR BANK, who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such [Signature] (title), appeared before me this day in
person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act, and as
the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of DECEMBER, 1995.



[Signature]
Notary Public

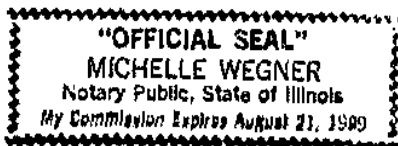
The Northern Trust Co
By: [Signature]
Its: Second Vice President

STATE OF IL
COUNTY OF COOK

I, Michelle Wegner, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Veronica M. Loza a(n) 2nd V.P. (title) of
The Northern Trust Co, who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such 2nd V.P. (title), appeared before me this day in
person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act, and as
the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 1995.

(SEAL) [Signature]
Notary Public



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2025/01/10 10:00 AM

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Legal Description Exhibit A

Unit 301 as described in survey delineated on and attached to and made a part of a Declaration of Condominium Ownership registered on the 17th day of March, 1972 as Document Number 2613087.

An undivided 3.0101% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the East half of the Northeast quarter of Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at the Northeast corner of the West 7 acres of said East half of the Northeast quarter; thence South 00° -15' -35" West on the East line of said West 7 acres of the East half of the Northeast quarter, a distance of 151.59 feet; thence North 90° -00' -00" East, a distance of 20.76 feet for the place of beginning of the tract of land hereinafter described; thence North 60° -00' -00" East, a distance of 103.41 feet; thence North 30° -00' -00" West a distance of 12.0 feet; thence North 79° -36' -32" East, a distance of 44.40 feet; thence South 00° -00' -00" East, a distance of 10.0 feet; thence North 90° -00' -00" East, a distance of 142.25 feet; thence South 00° -00' -00" East, a distance of 79.0 feet; thence North 90° -00' -00" West, a distance of 144.21 feet; thence South 60° -00' -00" West, a distance of 99.05 feet; thence North 30° -00' -00" West, a distance of 79.0 feet to the place of beginning, all in Cook County, Illinois.

Record & Return to:
The Northern Trust Co
50 S. LASALLE ST
CHICAGO IL 60605
ATTN: Veronica LOZA B-A

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ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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Exhibit B #911172

NOTE

December 1, 1995

Skokie Illinois [State]
Skokie [City]
4949 GOLF RD., Unit 301
Skokie, Illinois 60077 [Property Address]

1. BORROWER'S PROMISE TO PAY
In return for a loan that I have received, I promise to pay U.S. \$ 59,665.26 ("principal"), plus interest, to the order of the Lender. The Lender is THE NORTHERN TRUST COMPANY
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST
Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.375%.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS
(A) Time and Place of Payments
I will pay principal and interest by making payments every month.
I will make my monthly payments on the FIRST day of each month beginning on January 1, 1996.
I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2010, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."
I will make my monthly payments at The Northern Trust Company or a different place if required by the Note Holder.

(B) Amount of Monthly Payments
My monthly payment will be in the amount of U.S. \$ 548.88.
4. BORROWER'S RIGHT TO PREPAY
I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES
If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.
6. BORROWER'S FAILURE TO PAY AS REQUIRED
(A) Late Charge for Overdue Payments
If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.
(B) Default
If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.
(C) Notice of Default
If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.
(D) No Waiver By Note Holder
Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.
(E) Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

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(Sign Original Only)

SSN: _____
-Borrower
(Seal)

SSN: _____
-Borrower
(Seal)

SSN: AS TRUSTEE UNDER TRUST AGREEMENT DTD 4/22/86 AND KNOWN AS TRUST NUMBER 43583
-Borrower
(Seal)

SSN: _____
-Borrower
(Seal)

SSN: _____
-Borrower
(Seal)

SSN: _____
-Borrower
(Seal)

COLE TAYLOR BANK is successor Land Trustee to Harris Bank and all references within this document to Harris Bank shall be deemed to mean Cole Taylor Bank as Successor Trustee.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED,

Trustee's Expiration Rider Attached Hereto And Made A Part Hereof

Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

10. UNIFORM SECURED NOTE

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

9. WAIVERS

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

7. GIVING OF NOTICES

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NOTE EXONERATION CLAUSE

This Note is executed by COLE TAYLOR BANK, not personally but as trustee as aforesaid, in the exercise of the powers and authority conferred and vested in it as such trustee. It is expressly understood and agreed by each original and successive owner or holder of this Note that nothing herein contained shall be construed as creating any personal liability on COLE TAYLOR BANK, to pay this Note or any interest that may accrue hereunder all such liability, if any, being expressly waived, and that any recovery on this Note or on the Mortgage given to secure its payment shall be solely against and out of the property described in said Mortgage by enforcement of the provisions contained in said Mortgage and Note, but this waiver shall in no way affect the personal liability of any applicable co-maker, assignor, endorser or guarantor of the Note. Each original and successive owner or holder of this Note accepts the same upon the expressed condition that no duty shall rest upon the trustee to sequester the rents, issues and profits arising from the property described in said mortgage or the proceeds arising from the sale or other disposition thereof.

96005124

Record & Return TO

The Northern TRUST Co
50 S. LaSalle St
Chicago IL 60675
ATTN: VERONICA LOZA

B-A

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