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DEFT-01 RECORDING T#0012 TRAN 8727 01/16/96 15:08:00 \$6563 \$ DT #-96-039942

COOK COUNTY RECORDER

DEPT-10 PENALTY

\$28.00

"Lender")

22342(R 11/95)	<i>N</i> .	The above space for recorder's use only.			
	MORTG	AGE MODIFICATION	AGREEMENT	#5184436	28
This Mortgag	ge Modification Acreement ("ti GLENN CHANE AND		of January 1,	1996 is by,	, between and
	JULIE GOLPSTEIN				
		5		· · · · · · · · · · · · · · · · · · ·	
(the foregoing	g party(les), individually and colle	octively, "Borrower") and	THE NORTHERN	TRUST COMPANY	("Lender"
\$ 200,000.0	REAS, Lender has made a more 00, reduced by payments to delivered to Lender a note evident	a current principal balan	ce of \$ 198,651.	18 , and Borro	wer has I attachments

thereto, as and if previously modified or amended, the "Existing Note") dated FEBRUARY 28, 1995;

WHEREAS, Borrower has executed and delivered to Lender amortgage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated FEBRUARY 28, 1995 and recorded in the Office of the Recorder of Deeds of COOK COUNTY, TALTNOIS on MARCH 7, 1995 as Document Number 95153026 _, which Mortgage secures be Existing Note and conveys and mortgages real estate located at ___ 2130 N. WAYNE CHICAGO, ILLINOIS COOK COUNTY, ILLINOIS legally described on Exhibit A at ached hereto and identified by Pin Number: 14-32-124-031 (together with all fixtures and improvements the reor, 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 and 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:

- ١. The recitals (whereas clauses) above are hereby incorporated herein by reference.
- 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").

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111

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 \$ 198,651.18 ... 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 <u>JANUARY 1, 1996</u>" [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 times 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, executor, personal representatives, successors and assigns, except that Borrower may not transfer or assign its rights or interest haraunder 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 lieur 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.

Type Name: GLENN CRANE	X Julie Elidatei. Type Name: JULIE GOLDS PEIN
STATE OF IL COUNTY OF COOK	35039942
CERTIFY that GLENN CRANE AND JULIE GOLDSTEIN personally known to me to be the same person(s) whose name before me and acknowledged that (s)he/they signed and delive act for the uses and purposes therein set forth.	and for said County, in the State aforesaid, DO HEREBY, who is/are s are subscribed to the foregoing instrument appeared red the said instrument as his/her/their free and voluntary
GIVEN under my hand and notarial seal this day of	JANYARY 19 96.
SEAL! "OFFICIAL SEAL" JULIE S. THOMPSON Notery Public, State of Illinois My Complesion Evolve August 21, 1999	Non Bo

Property of Cook County Clark's Office 18 M 18 18

(LAND TRUSTEE (if applicable):	
STATE OF	Bv·
Ğ	By:
	lts:
STATE OF	٦
COUNTY OF	٦)
	, a Notary Public in and for said County, in the State aforesaid, DO a(n) (title) of, who is personally known to me to be the same person whose name is
person and acknowledged that (s) he si	as such (title), appeared before me this day in gned and delivered the said instrument as his/her free and voluntary act, and as ration, for the uses and purposes therein set forth.
GIVEN under my hand and notarial sea	il this, 19
(SEAL)	Notary Public
	Hotary I dollo
	· C.
•	The Northern Trunk Co
	By: ULATURATION
	Its: Second Vice Heriden
STATE OF IL	
COUNTY OFCOOK	
	who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument a person and acknowledged that (s)he sig the free and voluntary act of said corpor	as such (title), appeared before me this day in speed and delivered the said instrument as his/her free and voluntary act, and as ration, for the uses and purposes therein set forth.
GIVEN under my hand and notarial sea	this 10 day of JANUARY 19 96.
[SEAL]	Chlumbon sor
"OFFICIAL SEAL" JULIE S. THOMPSON Notary Public, State of Illinois Commission Expires August 21, 1999	Notary Public

Property of Coot County Clark's Office

UNOFFIGHAL GOPY

LOT 30 (EXCEPT THE NORTH 6 FEET THEREOF) AND THE NORTH 7 FEET OF LOT 31
1N SUE,
RANGE 14,
1LL IND/S

PIN NO. 14-92-124-031 31 IN THE RESUBDIVISION OF SUB-BLOCK 12 IN THE SUBDIVISION OF BLOCK 13

Record a Return 70.

NORTH TRUST BLAK SO SOUTH LA SALLE STREET CHICAGO, IL 60675

ATTW-VERONICA LOZA B-A

Property of Cook County Clerk's Office

BALLOON NOTE EXHIBITE B # 5184436

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

JANUARY 1 . 19 96

CHICAGO 2130 N. WAYNE CHICAGO ILLINOIS 60614 ILLINOIS

(State)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$198,651.18 ithis amount is called "principal", plus interest, to the order of the Lender. The Lander 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 recrive payments under this Note is called the "Note Holder".

2. INTEREST

interest will be interest on unpaid principal until the full amount of principal has been paid. I will pay interest at a 6.625

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 8(B) of this Note.

3. PAYMENTS

(A) TIME AND PLACE OF PAYNENTS

i will pay principal and interest by making payments every month.

I will make my monthly payments or, the 1st FEBRUARY 1, day of each month beginning on 19 96 . 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 unler this Note. My monthly payments will be applied to interest before principal. If, on JANUARY 1, 2001 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "....turity date".

I will make my monthly payments at

or at 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. \$ 1,282

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 is writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any propayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this work. If I make a partial propayment, there will be no changes in the due date or in the amount of my monthly payment unires ine 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 permitter limits, then: (i) any such ioan 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 a cose 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 Charges 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 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.

#0# 840

ASOJ ADINOPOLI, UNTA

CHICAGO, IL 60675 DO SOUTH LA SALLE STREET NORTHERN TRUST BANK

Record 4- Return 70.

(Seal) TawottoB - / (Seal)	(lse2) 15W01108-	
X JULIE GOLDSTEIN -Borrower	(Sed) ————————————————————————————————————	X CHENN CHANE

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

neworing no bramab to esitor refirst furthwarmstart

ViluneS sint yd bettimteg zeibemet yns ekovni ysm tehned, boites partited by this Security Beirrower must pay all sums secured by this Security instrument. If Brrrower fails to pay these sums though a period of most and a second of a second of most age of made and for a second of a

If Lender exercises this option, Lender shall give Borrower coline of acceleration. The notice shall Sicurity Instrument

zint to estate out to se wal landed by the side of the side of the desire of the date of this its option, require immediate payment in full of all sums secured by this Sacurity instrument. However, ta year tonner is not a natural person) without a ender's prior written consunt, Lender may, at Property or any interest in it is sold or transferred to it a beneficial interest in Borrower is sold or

of the PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the immediate payment in full of all amounts I owe under this loca. Some of those conditions are described as follows: make in this Note. That Security instrument describes how and under what conditions I may be required to make date as this Note, protects the Note Holder from Drustble losses which might result if I do not keep the promises which I

smas eth betab "Unemuntani vitues" eth beed this scurity Deed (the "Security Instrument"), dated the same of nevig enotions of the interior of variations in some jurisdictions. In addition to the protections given to

10. UNIFORM SECURED NOTE

the right to require the Note Holder to give notice to other persons that amounts due have not been paid. "Proceedinest" means the right to require the Note Holder to demand payment of smounts due. "Notice of dishonor" means

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eron sint rebnu bewe strucoms out to the year of benutse ad year in to end

way enforce its rights under this Note against each person individually or against all of us together. This means that any guarantor, surety or and control of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a sinf to rearobne to greateng the promise to pay fire full amount owed. Any person who is a guarantor, surety or endorser of this

them sosimore this flote, each person is fully and personally obligated to keep all of the promises made 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Installib tarif to soiton a nevig ma I it assabbs tressifib a ta to evoda (A)E noitoe2 ni betata assabbs out ta telioH atoM erit of item assic farit yd it gnillam yd nevig ed illiw etolf zint rebnu rebioH etolf ent ot nevig ed faum farit eaiton ynA

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sits solg I it speatable freshills at a so avode assubbA viregord out to em of item seets fest yet it galism yet so it galise the Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by SEIDILON SO BINING 'Z

Those expenses include, for example, resconable attorneys' fees.

wal eldapiiqqs yd besididorq fon statae ent of estot this Note to the extent not brobbited by applicable law. If the Note Holder fare required me to pay immediately in full as described above, the Note Holder will have the right to (E) Payment of Note Holder's Costs and Expenses