

PREPARED BY:
THE HOME LOAN CENTER
CHICAGO, IL 60675

RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY
60 S. LASALLE STREET
CHICAGO, IL 60675

0006754151

(11)

22242(R 11/95)

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement ("this Agreement") dated as of OCTOBER 01, 1997 is by, between and among JOHN C. BERGHOFF AND JEAN SMITH BERGHOFF, HUSBAND & WIFE

(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 \$ 548,506.00, reduced by payments to a current principal balance of \$ 540,102.08, 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 SEPTEMBER 03, 1996;

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 SEPTEMBER 03, 1996 and recorded in the Office of the Recorder of Deeds of COOK COUNTY, IL, on OCTOBER 03, 1996 as Document Number 96755254, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 1821 JUDSON AVE., EVANSTON

in COOK COUNTY, IL, legally described on Exhibit A attached hereto and identified by Pin Number: 11-18-405-005-0000 (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

BOX 333-CT1

UNOFFICIAL COPY
EXHIBIT, "A"

97823787

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 8 FEET OF ORIGINAL LOT 5 IN BLOCK 22 IN ORIGINAL PLAT OF EVANSTON SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 6 IN WHEELER'S RESUBDIVISION OF LOTS 6, 7, 8, 9 IN SAID BLOCK 22 AFORESAID IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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").
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 \$ 540,102.08. 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 or a Balloon 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 10/1/97" (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 laws 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.

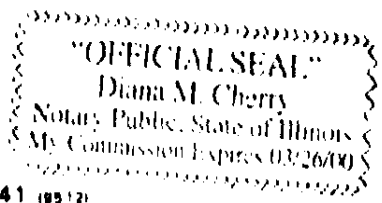
[Signature]
JOHN C. BERGHOFF

[Signature]
JEAN SMITH BERGHOFF

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John C. Berghoff and Jean Smith Berghoff, 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.

(SEAL)



GIVEN under my hand and notarial seal this _____ day of _____, 19____
[Signature]
Notary Public

LAND TRUSTEE
(if applicable):

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public in and
for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ a(n)
(title) of _____, who is personally known
to me to be the same person whose name is subscribed to the foregoing instrument as such
(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 _____ day of _____, 19 _____

(SEAL)

Notary Public

Marjorie Truschke

By Marjorie Truschke

Its: Second Vice President

STATE OF Illinois)
COUNTY OF Cook)

I, Veronika A. Geike, a Notary Public in and
for said County, in the State aforesaid, DO HEREBY CERTIFY that Marjorie Truschke a(n)
Secon Vice President (title) of The Northern Trust Company, who is personally known
to me to be the same person whose name is subscribed to the foregoing instrument as such
Secon Vice President (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 2nd day of October, 19 97

Veronika A. Geike

Notary Public

(SEAL)

