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PREPARED BY: THE HOME LOAN CENTER CHICAGO, IL 80875

RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY 50 S. LASALLE STREET CHICAGO, IL 60675

0005948282

MORTGAGE MODIFICATION AGREEMENT



This Mortgage Modification Agreement ("this Agreement") dated as of SEPTEMBER 01, 1997 is by, between and among CHARLES B. BOEHRER AND BETH H. BOEHRER, HUSBAND AND WIFE

(the foregoing party(ies), individually and corectively, "Borrower") and THE NORTHERN TRUST COMPANY

("Lender").

WHEREAS, Lender has made a mortgage loan (the "Loan") to Borrower in the principal amount of , reduced by payments to a current principal balance of \$ 198,933.89 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") NOVEMBER 15, 1996 dated

WHEREAS, Borrower has executed and delivered to Lendel a mortgage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") NOVEMBER 15, 1996 and recorded in the Office of the Recorder of Deeds of dated JANUAR/ 23, 1996 COOK COUNTY, 1L , which Mortgage secures the Existing Note and conveys and as Document Number 97051248 mortgages real estate located at

1300-1310 FOREST GLEN OR NORTH, WINNETKA

in COOK COUNTY, II. , legally described on Exhibit A attached hereto and identified by Pin Number: 05-18-228-022-0000 and 05-18-228-023

(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

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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 be 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 \$ 198,933.69. 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 Note 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 September 1, 1997 (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 varia, and the use of one gender shall also denote the others. This Agreement shall indure to the benefit of purible 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 varities 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 tens 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 jelivered this Agreement as o	of the
day	and year first above written.	',0	
	Marks B. BOEHRER	But I Between	
$\mathcal{A}_{\mathcal{A}}$	1/11/100		
	HARLES B. BOEHRER	BETH H. BOEHRER	

STATE OF COUNTY OF

A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles B. Barrer R. 1324 K. H. 1304 kerff , 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

(SEAL)

Notary Public

day of Se Dt in Mire, 1997

CEFICIAL SEAL

KAREN A. BERNECK

NOTARY PUBLIC. STATE OF ILLINOIS

My Commission Expires July 25, 2001

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LAND TRUSTEE	symmethicum valarin 111 ayusada oʻrati 13 yasada ming 1990. A 17 CT Torrinda A 1997 qarasa ming 1900 da sabarda	
(if applicable):	Ву	
	lts:	
STATE OF COUNTY OF)	
to me to be the sa	State aforesaid, DO HEREBY CERTIFY that (title) of , w ame person whose name is subscribed to the forego (title), appeared before me this day in person rered the said instrument as his/her free and voluntary a exporation, for the uses and purposes therein set forth.	and acknowledged that
GIVEN under my hand i	and notarial seal this day of , 19	
(SEAL)	Notary Public	
	By Marjorie Truschke Its: Second Vice President	
STATE OF Illinois COUNTY OFCook		
Second Vice Preside to me to be the sa Second Vice Preside (s)he signed and delive	State aforesaid, DO HEREBY CERTIFY that Marjorie Tru- ent (title) of The Northern Trust Company , w ame person whose name is subscribed to the forego	ho is personally known ing instrument as such a and acknowledged that
GIVEN under my hand a	and notarial seal this 28th day of August , 19	97 .
(SEAL)	Plane M CHUIL	
* OFFICIAL S	SEAL"	

DIANE M. O'HARA

2 1 Natary, Public, State of Illinois

My Commission Expires April 29, 2001

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EXHIBIT A

LOTS 34 AND THE WEST 3 FEET OF LOT 35 IN FOREST GLEN, A SUBDIVISION OF THE SOUTH 660 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE SOUTH 660 FEET OF THE EAST 1 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, (EXCEPT THEREFROM THE SOUTH 33 FEET TAKEN FOR STREET AND EXCEPT THE EAST 33 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, IN WENNETKA, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office