1998-06-09 11:37:41

Coak County Recorder

27.00

PREPARED BY:

RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A

50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60875

MORTGAGE MODIFICATION AGREEMENT

2000036792

This Mortgage Modification Agreement ("this Agreement") dated as of MARCH 1, 1998 by, between and among

FRANK RENUCCI AND MARZIA RENUCCI, HUSBAND AND WIFE

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

("Lender").

is

WHEREAS, Lender has made a mortgage lor. ('he "Loan") to Borrower in the principal amount of \$67.850.00, reduced by payments to a current principal balance of \$67,131.85, 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 condified or amended, the "Existing Note") dated JULY 14, 1997;

WHEREAS, Borrower has executed and delivered to Lender a nongage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified c. amended, the "Mortgage") dated JULY 14, 1997 and recorded in the Office of the Recorder of Deck of COOK COUNTY, ILLINOIS , on JULY 21, 1997 as Document Number 97524027, which Mortgage secures the Existing Note and conveys and mortgages real estate ocated at 3033 NORTH OSCEOLA, CHICAGO in COOK COUNTY, ILLINOIS , legally described on Exhibit A attached hereto and identified by Pin Number: 12-25-211-006 (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 which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2027, and such note 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;

Rev. 02/03/98 DPS 690

UNOFFICIAL COPY 82186

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

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

the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, ٦,

as Lender may request from time to time (collectively, the "Replacement Documents").

Fixed Rate Note or a Balloon Note, from and after the date hereof, any Adjustable Rate Rider to the Mortgage payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and Note, which Replacement Note shall be in the principal amount of \$ His bas yaA . 28.161,78 The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement

he of any elsers. or an Arijus able Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to shall sugar to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note

References in the Mortgage and related documents to the "Mote" and riders and attachments thereto

Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked shall, from and after the date hereof, be deemed references to the Replacement Note.

"Renewed by Mote dated." " (date of Replacement Note). MARCH 1, 1998

and (ii) the lien of the Mortgag, shall secure the Replacement Note to the same extent as if the Replacement renewal and replacement of the Scisting Note, is and shall be a continuing obligation of Berrower to Lender, Borrower hereby agrees and confirms that (i) the Replacement Mote, as an amendment, restatement,

Note were set forth and described in the Mortgage.

·L

Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the

the prior written consent of Lender. Terms not otherwise defined hareir shall have the meaning given to them successors and assigns, except that Borrower may not transfer or lesign its rights or interest hereunder without to the benefit of and be binding upon the parties hereto, their beirs, executors, personal representatives, the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall inure executed in such State. Unless the context requires othe wise, wherever used herein the singular shall include and construed in accordance with the internal laws of the State of Illinois, and shall be deemed to have been This Agreement and any document or instrurient executed in connection herewith shall be governed by as changed or modified in express terms by the Laplacement Documents.

to the balance of the Loan or the presence or absence of liens on the Property The land trustee's waiver A land trustee executing this Agreement does not make the representation and warranties above relating in the Replacement Documents and Mortgage.

attached hereto (if applicable) is hereby incorporated herein by reference.

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

Remace

169 SAU (86/87/10)

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STATE OF COUNTY OF COUNTY	e go ())			
I, NRAN DO HEREB	CAN Sein.	a N	otary Public i	n and for said (County in the State
aforesaid, DO HEREB	ENVOCI	T & HAV			,
who is/are personally is instrument appeared be his/her/their free and vo	fore me and acknowl	edged that (s	he/they signed	I and delivered th	bed to the foregoing the said instrument as
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GIVEN under my hand	and notarial seal this	7.60	day or	1,7	·
(SEAL)	Ž		Marin	Jane Si	hmet
(-2)	Ox		Notary Public,		
OFFICIAL SEA MARIAN JEAN SCI NOTARY PUBLIC STATE MY COMMISSION EXP. 1	HMITT OF ILLINOIS	May-			_
	By: Kelley P.	Krujer			_
Its: Residential Mortgage Officer					
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STATE OF III.	inois age)	9	2	
Veronika A. Ge	ike		a Notary P	bublic in and for	said County, in the
State aforesaid, DO H Residential Mortga	EREBY CERTIFY	that Kell	lev P. Kruc	er Trust Concan	a/o>
who is personally known such Residential	n to me to be the sam-	e person who	se name is sub	scribed to the fo e	going instrument as
acknowledged that (s)he	signed and delivered	I the said ins	trument as his/	her free and volur	itary act, and as the
free and voluntary act of	said corporation, 10	r the uses an	u purposes ther	em set iona.	<u>_</u>
GIVEN under my hand a	and notarial seal this	10th	day of <u>Marc</u>	ch	
(SEAL)			Ocasu Notary Public	ika A.	Geite_
"OFFICIAL SEAL					

"OFFICIAL SEAL"
VERONIKA A. GEIKE
Notary Public, State of Illinois
My Commission Expires Jan. 13, 2001

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THE SOUTH 1/2 OF THE WEST 1/2 OF LOT 3 IN BLOCK 10 IN H.O. STONE AND CO'S SUBDIVISION OF THE EAST 60 ACRES OF THE NORTH 1/2 OF THE NORTHEAST (//) OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DEDICATED FOR BELMONT AVENUE AND EXCEPT THAT PART NORTH OF BELMONT AVENUE) IN COOK COUNTY, ILLINOIS.

IN NO. 12-25-211-005-0000

mich has the address of 3033 N. OSCEOLA, Chicago

(Inp Code) ("Property Address");

(Signature of the control of the code o

(Street, City).