

PREPARED BY:

RECORD AND RETURN TO:
THE NORTHERN TRUST COMPANY
ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

MORTGAGE MODIFICATION AGREEMENT

5519881

This Mortgage Modification Agreement ("this Agreement") dated as of JULY 1, 1998 is
by, between and among
JAMES R. MACDONALD AND EMILY F. MACDONALD, HUSBAND AND WIFE

(A)

(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
\$ 400,000.00, reduced by payments to a current principal balance of \$ 380,570.45,
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
NOVEMBER 30, 1995;

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
NOVEMBER 30, 1995 and recorded in the Office of the Recorder of Deeds of COOK COUNTY,
ILLINOIS, on FEBRUARY 7, 1996 as Document Number 98105132,
which Mortgage secures the Existing Note and conveys and mortgages real estate located at
3029 NORTH KENMORE, CHICAGO
in COOK COUNTY, ILLINOIS, legally described on Exhibit A attached hereto and
identified by Pin Number: 14-29-210-009
(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
JULY 1, 2013, 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;

50710 L. LOFFEREN 0301
50710
077C ADD 187210

NOV 23 1998

EMILY F. MACDONALD

JAMES R. MACDONALD

Emily F. Macdonald

James R. Macdonald

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered in a joint agreement as of the day and year first above written.

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

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 in the Replacement Documents and Mortgage.

the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them successors and assigns, except that Borrower may not transfer or assign its rights or interest hereunder without to the benefit of and be binding upon the parties hereto, their heirs, executors, personal representatives, the plural and vice versa, and the use of one gender shall not denote the others. This Agreement shall include 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 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 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.

7. The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the Note were set forth and described in the Mortgage.

and (iii) the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement renewal and replacement of the Existing Note, is and shall be a continuing obligation of Borrower to Lender.

6. Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, "Renewed by Note dated JULY 1, 1998" (date of Replacement Note).

5. 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.

4. References in the Mortgage and related documents to the "Note" and riders and attachments thereto be of any effect.

or an Adjustable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to shall cease to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note 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 \$ 380,570.45. Any and all

3. The Existing Note is hereby amended, renewed and replaced in its entirety by the Replacement as Lender may request from time to time (collectively, the "Replacement Documents").

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

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

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

STATE OF)
COUNTY OF)

I, CAROL SCHUPLJAK a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY that ELIZABETH (EMILY) F. MAC DONALD
and James R. Macdonald
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 22ND day of JUNE '98.

Carol Schupljak
(SEAL) "OFFICIAL SEAL"
CAROL SCHUPLJAK
Notary Public, State of Illinois
My Commission Expires 5/12/01

Carol Schupljak
Notary Public

Kelley P. Kruger
By: Kelley P. Kruger
Its: Residential Mortgage Officer

STATE OF Illinois)
COUNTY OF DuPage)

I, Veronika A. Geike a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Kelley P. Kruger a(n)
Residential Mortgage Officer (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 Residential Mortgage Officer (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 18th day of June 1998

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

Veronika A. Geike
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LOT 35 IN THE SOUTH 1/2 OF LOT 38 IN BLOCK 8 IN THE SUBDIVISION OF
OUTLOTS 2 AND 3 IN THE CANAL TRUSSEES' SUBDIVISION OF THE EAST 1/2
OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 14-29-210-009-0000
which has the address of 3029 N. KENMORE, CHICAGO
Illinois 60657 (Zip Code) ("Property Address");

[Street, City].

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