

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

911783

This Mortgage Modification Agreement ("this Agreement") dated as of OCTOBER 1, 1998 is by, between and among VICKI L. WEYHRICH, UNMARRIED PERSON

(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 \$ 375,000.00, reduced by payments to a current principal balance of \$ 300,802.88, 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 AUGUST 31, 1994

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 AUGUST 31, 1994 and recorded in the Office of the Recorder of Deeds of COOK COUNTY, ILLINOIS, on SEPTEMBER 9, 1994 as Document Number 04788537, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 580 CHATHAM ROAD, GLENVIEW in COOK COUNTY, ILLINOIS, legally described on Exhibit A attached hereto and identified by Pin Number: 10-07-200-038 (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 OCTOBER 1, 2003, 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;

COFG, RECD 0301 Sales
11/11
04770 ADD 18/1259

[Handwritten Signature]
JACKI L. WEYHICH

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

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 \$ 380,802.88. 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 OCTOBER 1, 1998" (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 law 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 meaning 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.

Property of

UNOFFICIAL COPY

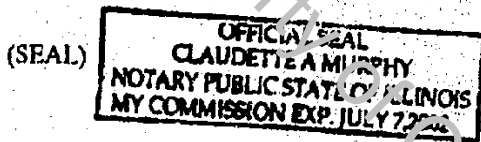
98978766

STATE OF Illinois)
COUNTY OF Cook)

I, Claudette A. Murphy a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY that Wishi S. Wehrich

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 22 day of September 1998



Claudette A. Murphy
Notary Public

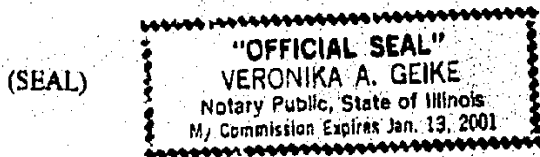
Marjorie Truschke
By: Marjorie Truschke
its: Vice President

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 Marjorie Truschke a(n)
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 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 17th day of September 1998



Veronika A. Geike
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 3 IN RIVER GLEN SUBDIVISION OF THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 7, 650.0 FEET TO THE CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF THE NORTH BRANCH OF SAID RIVER, 801.97 FEET TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE WHICH IS 1454.42 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 7, THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION 7, 371.07 FEET; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 7, 59.13 FEET TO THE PLACE OF BEGINNING, ACCORDING TO PLAT OF SAID RIVER GLEN SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 1, 1961, AS DOCUMENT NUMBER 1990615, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office