

PREPARED BY:

Home Loan Center

RECORD AND RETURN TO:

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

AC0017340 ACU FA

MORTGAGE MODIFICATION AGREEMENT

5755255

This Mortgage Modification Agreement ("this Agreement") dated as of JANUARY 1, 1998 9 is by, between and among HARRIS BANK HINSDALE AS Trustee Under Trust Agreement Dated August 26, 1983 And Known As Trust Number L-706

(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 \$ 700,000.00, reduced by payments to a current principal balance of \$ 691,286.78, 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 26, 1986;

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 26, 1986 and recorded in the Office of the Recorder of Deeds of COOK COUNTY ILLINOIS, on SEPTEMBER 8, 1986 as Document Number 96683125, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 325 PRINCETON ROAD, HINSDALE in COOK COUNTY, ILLINOIS, legally described on Exhibit A attached hereto and identified by Pin Number: 18-07-112-013 (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 FEBRUARY 1, 2028, 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;

Deleg # 92305172

EXHIBIT ATTACHED

TRUSTEE UNDER TRUST AGREEMENT DATED
AUGUST 26, 1983 AND KNOWN AS TRUST
NUMBER L-706 AND NOT FORCIBLY
By: *William M. ...*

HARRIS BANK HINSDALE

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this 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 representation 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.

8. This Agreement and any document or instrument executed in connection herewith shall be governed by the 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 meaning given to them in the Replacement Documents and 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.

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.

5. Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "Renewed by Note dated JANUARY 1, 1988" (date of Replacement Note).

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.

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 \$ 991,288.78. 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.

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").

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, _____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____

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 _____ day of _____

(SEAL)

Notary Public

Kelley P. Kruger

By: Kelley P. Kruger

Its: Residential Mortgage Officer

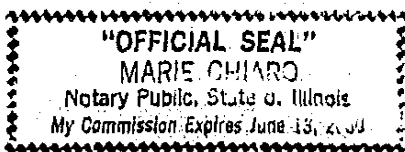
STATE OF Illinois)
COUNTY OF Will)

I, Marie Chiaro 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 4 day of February 1998.

(SEAL)



Marie Chiaro

Notary Public

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LAND TRUSTEE
(if applicable):

HARRIS BANK HINSDALE, N.A.

By: Shirley M. Nolan

Its: Assistant Vice President

STATE OF ILLINOIS)
COUNTY OF DuPage)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SHIRLEY M. NOLAN a(n) Assistant Vice President (title) of HARRIS BANK HINSDALE, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant 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 February, 1998.

(SEAL)

Cynthia M. Patula
Notary Public

“OFFICIAL SEAL”
Cynthia M. Patula
Notary Public, State of Illinois
My Commission Expires 06/15/99

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LOT 5 IN BLOCK 2 IN HEATHERWOOD RESUBDIVISION COMPRISING BLOCK 7 IN HIGHLANDS, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 1891 AS DOCUMENT 1569674 IN COOK COUNTY, ILLINOIS, ALSO LOT 2 (EXCEPT THE NORTH 150 FEET AND EXCEPT THE EAST 79.72 FEET THEREOF), AND LOT 3 (EXCEPT THE NORTH 150 FEET THEREOF) AND THE EAST 59.44 FEET OF LOT 4 (EXCEPT THE NORTH 150 FEET THEREOF) AND LOTS 8, 9, 10, 11, 12, 13, 14 AND 15 (EXCEPT THAT PART OF LOTS 12, 13, 14 AND 15 LYING EAST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF LOT 12, 126.67 FEET WEST OF THE SOUTHEAST CORNER OF LOT 12, TO A POINT ON THE NORTH LINE OF LOT 15, 179.71 FEET WEST OF THE NORTHEAST CORNER OF LOT 15) IN BLOCK 10 IN HIGHLANDS SUBDIVISION AFORESAID, ACCORDING TO THE PLAT OF SAID HEATHERWOOD RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON NOVEMBER 19, 1971 AS DOCUMENT 2594527.

Cook County Clerk's Office

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EXCULPATORY RIDER

This instrument is executed by the Harris Bank Hinsdale, N.A. as Trustee under the provisions of a Trust Agreement dated 8-26-73, and known as Trust no. 4-708, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Hinsdale, N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Hinsdale, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank of Hinsdale, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

5755255

THIS ADJUSTABLE RATE RIDER is made this 1ST day of JANUARY 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE NORTHERN TRUST COMPANY (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

325 PRINCETON ROAD, HINSDALE, ILLINOIS 60521
Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.6250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of FEBRUARY 1, 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage point(s) (2.7500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(Seal)
--Borrower

(Seal)
--Borrower

AS TRUSTEE UNDER TRUST AGREEMENT
(Seal)
DATED AUGUST 26, 1983 AND KNOWN AS TRUST
NUMBER L-706 AND NOT PERSONALLY

(Seal)
--Borrower

Harris Bank Hinsdale
By: [Signature]

Rate Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable

without further notice or demand on Borrower.
sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument
mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these
acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of
unless Lender releases Borrower in writing.
in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument
acceptable to Lender and that obligates the transferee to sign an assumption agreement that is
consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's
this Security Instrument is acceptable to Lender.
security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in
transfer as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's
option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended
exercise is prohibited by federal laws of the date of this Security Instrument. Lender also shall not exercise this
full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if
natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in
interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

the notice.
given me and [] the title and telephone number of a person who will answer any question I may have regarding
monthly payment before the effective date of any change. The notice will include information required by law to be
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my
(F) Notice of Changes

payment changes again.
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly
payment beginning on the first monthly payment date after the Change Date until the amount of my monthly
(E) Effective Date of Changes

or less than 4.6250 %
The interest rate I am required to pay at the first Change Date will not be greater than 8.6250 %
any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for
the preceding twelve months. My interest rate will never be greater than 12.6250 %
(D) Limits on Interest Rate Changes

in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.
unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the

EXCULPATORY RIDER

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