

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

MORTGAGE MODIFICATION AGREEMENT

5746566

This Mortgage Modification Agreement ("this Agreement") dated as of FEBRUARY 1, 1998 is by, between and among ANTHONY J. AIELLO AND MARIE T. AIELLO, HUSBAND AND WIFE

(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 \$ 325,800.00, reduced by payments to a current principal balance of \$ 321,139.68, 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 MAY 31, 1996;

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 MAY 31, 1996 and recorded in the Office of the Recorder of Deeds of COOK COUNTY, ILLINOIS, on JUNE 3, 1996 as Document Number 98-419188, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 1881 OAK WOOD DRIVE, ARLINGTON HEIGHTS in COOK COUNTY, ILLINOIS, legally described on Exhibit A attached hereto and identified by Pin Number: 03-18-408-013 (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

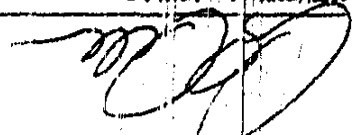
WHEREAS, the parties hereto wish to modify the terms of the Loan so that the terms of the Existing Note, as previously documented and disclosed by Lender, are replaced with the terms of that note (together with the terms of any and all riders and attachments thereto) dated the date of this Agreement, attached hereto as Exhibit B which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2026, 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;

BOX 333-CTI

AUD FZ ACC 117347

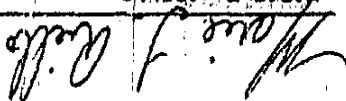
MPS 691 (6/20/77)

ANTHONY J. AIELLO



day and year first above written.

MARIE T. AIELLO



IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the

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

to the balance of the Loan or the presence or absence of liens on the Property. The land trustee's waiver

9. A land trustee executing this Agreement does not make the representations and warranties above relating

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 use (in its rights or interest hereunder without

to the benefit of and be binding upon the parties hereto, her heirs, executors, personal representatives,

the plural and vice versa, and the use of one gender shall not denote the others. This Agreement shall insure

executed in such state. Unless the context requires otherwise, 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

8. This Agreement and any document or instrument executed in connection herewith shall be governed by

as changed or modified in express terms by the Replacement Documents.

Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except

7. The parties hereto further agree that all of the provisions, stipulations, conditions, powers and covenants in the

Note were set forth and described in the Mortgage.

and (ii) the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement

renewal and replacement of an 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 FEBRUARY 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

he 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 \$ 321,139.58. Any and all

3. The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement

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

the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments,

2. As a condition of Lender making the terms of the Loan, Borrower agrees to execute this Agreement,

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

the parties hereto hereby agree as follows:

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged,

Property of

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Rosie I. Perez a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Anthony J. Aiello and Marie T. Aiello Husband and Wife

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 24 day of February, 1998



Rosie I. Perez
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 17th day of February, 1998.

(SEAL)



Marie Chiaro
Notary Public

UNOFFICIAL COPY

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LEGAL DESCRIPTION:

LOT 65 IN LAKE ARLINGTON TOWNE UNIT 4, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1986 AS DOCUMENT NUMBER 86322995, IN COOK COUNTY, ILLINOIS.

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