

PREPARED BY: Veronika Geike

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

5522843

This Mortgage Modification Agreement ("this Agreement") dated as of JANUARY 1, 1998 is
by, between and among
BRAD D. AKASON, MARRIED TO DENISE D. AKASON

(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
\$ 314,000.00, reduced by payments to a current principal balance of \$ 289,748.91,
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
JANUARY 20, 1998

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
JANUARY 29, 1998 and recorded in the Office of the Recorder of Deeds of COOK COUNTY,
ILLINOIS, on FEBRUARY 11, 1998 as Document Number 86095410,
which Mortgage secures the Existing Note and conveys and mortgages real estate located at
1207 ELMWOOD AVENUE, WILMETTE
in COOK COUNTY, ILLINOIS, legally described on Exhibit A attached hereto and
identified by Pin Number: 05-27-314-000-0000
(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, 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;

REC-117347
FZ
NO

DLR 691 (01/27/98)

Dentise D. Akason is signing this mortgage modification for the sole purpose of waiving any and all homestead rights

Dentise D. Akason

Dentise D. Akason

day and year first above written.

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

date hereof (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

in its Replacement Documents and Mortgage.

the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them

lenders and assigns, except that Borrower may not transfer or assign its right or interest hereunder without

to its 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 also denote the others. This Agreement shall inure

exercised in such State. Unless the context requires otherwise, wherever used herein the singular shall include

and construed in accordance with the internal law 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 its 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, covenants 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 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, replacement,

Renewed by Note dated JANUARY 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

incurred 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 \$ 288,748.81. Any and all

3. The Existing Note is hereby amended, retained, 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 modifying 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:

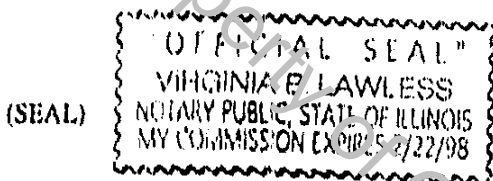
NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged,

STATE OF ILLINOIS)
COUNTY OF COOK)

I, VIRGINIA B. LAWLESS a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY that BRAD D. AKASON

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 18th day of February 1998.



Virginia B. Lawless
Notary Public

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

STATE OF ILLINOIS)
COUNTY OF COOK)

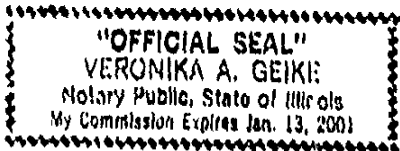
I, Veronika A. Geike a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Kelley P. Kruger a(n)
Residential Mortgage Officer (title) of The Northern Trust Company

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 6th day of February 1998.

(SEAL)

Veronika A. Geike
Notary Public



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Property of Cook County Clerk's Office

CONFIDENTIAL

LEGAL DESCRIPTION

LOT 2 IN BLOCK F IN GREENLEAF'S RESUBDIVISION OF BLOCKS 28 TO 34 INCLUSIVE OF WILMETTE VILLAGE, A SUBDIVISION OF PART OF THE NORTH SECTION OF WILMETTE RESERVE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 05-27-314-000-0000

which has the address of 1207 ELMWOOD AVENUE, WILMETTE
Illinois 60091

(Zip Code: ("Property Address"));

(Street, City).

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Chicago Title Insurance Company



PERSONAL INFORMATION AFFIDAVIT

ORDER NO. _____

This affidavit—for the confidential use of the Chicago Title Insurance Company—will assist in determining whether certain matters of record affect the title under consideration, or whether they relate to other persons whose names are similar to those of the owner or former owners. Please draw a line through alternate statements which do not apply.

and affirmatively represents that he is the owner of the premises described in the above order.
(Owner, former owner, contract purchaser, etc.)
BRAD D AKASIN certifies, avows,
and affirmatively represents that he is the owner

The affiant's social security no. is: 473-70-7605
That affiant is 43 years of age and
1. () has never been married.
2. () the widow of _____
3. () married to Debbie Akasin said marriage
having taken place in April, 1997 and
whose maiden name was Debbie
See No. 1 below

Affiant herein further states that affiant:
1. HAS NEVER BEEN A PARTY TO A DIVORCE PROCEEDING OR
was divorced from Sara C Akasin in 1994 in
Case No. _____ County _____ State _____

Was divorced from _____ in _____
Case No. _____ County _____ State _____
2. HAS NEVER BEEN KNOWN BY ANY OTHER NAME OR
name from _____ in _____
Case No. _____ County _____ State _____

3. HAS NEVER BEEN ADJUDGED A BANKRUPT OR
Was adjudged a bankrupt in case No. _____ in _____
And affiant further states:
4. THAT THERE ARE NO UNSATISFIED OR UNRELEASED JUDGMENTS, DECREES OR LIENS OF RECORD IN
THE COUNTY OR PARISH IN WHICH THE AFFIDAVIT IS FILED OR LOCATED AGAINST AFFIANT OR
Affiant is a party to the following cases

CASE NUMBER AND COURT	PLAINTIFF	DEFENDANT	DATE OF JUDGMENT	AMOUNT

5. THAT DURING THE LAST TEN YEARS, AFFIANT HAS RESIDED AT THE FOLLOWING ADDRESSES, AND NONE OTHER:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
7-88	10-91	16210 25th Ave. North <u>1207 Lincoln Ave</u>	Rockville <u>Rockville</u>	MD <u>IL</u>

6. THAT DURING THE LAST TEN YEARS, AFFIANT HAS HAD THE FOLLOWING OCCUPATIONS AND BUSINESS ADDRESSES, AND NONE OTHER:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	PLACE OF BUSINESS
2-88	10-91	Financial Consultant	Financial Consultant	1000 West Tower, Mpls, MN
11-91	2-98	Financial Consultant	Financial Consultant	203 Casselle, Chicago

7. Further that affiant makes this affidavit for the purpose of indicating the Chicago Title Insurance Company to represent that the title under consideration is not affected by any judgments, decrees, bankruptcy, divorce, change of name proceedings, Federal and State tax liens, against persons whose names are the same as affiant or similar thereto.

Signature of Affiant
Brad D Akasin
Date 2/18-98

Presented to Chicago Title Insurance Company
by _____

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