

# UNOFFICIAL COPY

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6/52/0093 03 001 Page 1 of 4  
1998-03-27 09:32:01  
Cook County Recorder \$1.00

PREPARED BY:

Marge Kean (LDR)

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

## MORTGAGE MODIFICATION AGREEMENT

5945045

This Mortgage Modification Agreement ("this Agreement") dated as of FEBRUARY 1, 1998 is  
by, between and among  
EMILY H. ULRICH, A WIDOW

(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  
\$ 242,000.00 , reduced by payments to a current principal balance of \$ 236,994.93 ,  
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  
DECEMBER 18, 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  
DECEMBER 18, 1996 and recorded in the Office of the Recorder of Deeds of COOK COUNTY,  
ILLINOIS , on JANUARY 3, 1997 as Document Number 97004512 .  
which Mortgage secures the Existing Note and conveys and mortgages real estate located at  
804 GLENSHIRE ROAD, GLENVIEW  
in COOK COUNTY, ILLINOIS , legally described on Exhibit A attached hereto and  
identified by Pin Number: 04-33-402-031  
(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  
MARCH 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'D 02/02/98 DPS 690

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DPS 691 10/12/2011

ENCL/ H. L. COCH

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this instrument in duplicate and year first above written.

9. A land trustee executing this Agreement does not make the representation and warranties above relating to the balance of the Loan or the absence of legal action on the part of the trustee, witness attached hereto, if applicable, is hereby incorporated by reference.

10. The parties and assigns, except that Borrower may not transfer or assign the rights or interests of Borrower without successive and assigns, and the trustee upon the part of the trustee, hereinafter, execute, this Agreement personally, to the benefit of and be binding upon one gender alike, unless otherwise, executed in the plural and vice versa, and the test of one gender shall denote the other. This Agreement shall include executed in such State. Unless the context requires otherwise, herein, whenever 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 as changed or modified in express terms by the Replacement Document.

11. The parties hereby agree that all of the provisions, stipulations, powers and convenants in this Mortgage shall stand and remain unchanged, and in full force and effect until the hindrance except Note where set forth and described in a Mortgage.

6. Borrower hereby agrees and confirms that (i) the Replacement Note is a continuation of Borrower's payment and replacement of the Existing Note, is and shall be a continuation of Borrower to Lender, and (ii) the term of the Mortgage will secure the Replacement Note to the same extent as if the Replacement Note were set forth and described in a Mortgage.

5. Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "Renewed by Note dated January 1, 1998. (date of Replacement Note)."

4. Notwithstanding the date hereof, be deemed reference 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 \$ 236,814.83. Any and all amounts owing under the Replacement Note, if this Agreement is being used to convert a Fixed Rate Note to a variable rate 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 Fixed 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 Fixed Rate Note to a variable 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 Fixed Rate Note to a variable rate Note, from and after the date hereof, any adjustable Rate 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 as Lender may require from time to time (collectively, this "Replacement Document").

1. The parties hereto hereby agree as follows:

NOTE THAT: REFORGE, or valuable consideration, the receipt and adequacy of which are hereby acknowledged,

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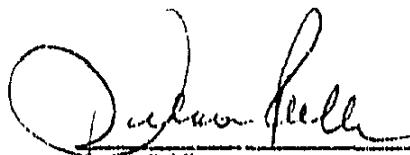
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STATE OF )  
COUNTY OF )

I, Selma PELLER, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that EMILY A VL RICH

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 19<sup>th</sup> day of FEBRUARY 1998

  
Selma Peller  
Notary Public

(SEAL) OFFICIAL SEAL  
SELMA PELLER  
Notary Public, State of Illinois  
My Commission Expire March 7, 2000

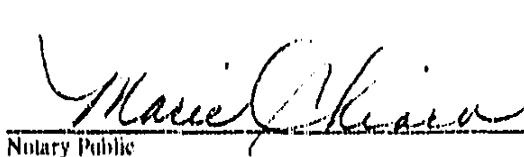
By: Kelley P. Kruger

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 17 day of February, 1998.

  
Marie Chiaro  
Notary Public

(SEAL)

"OFFICIAL SEAL"  
MARIE CHIARO  
Notary Public, State of Illinois  
My Commission Expires June 13, 2000

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Property of Cook County Clerk's Office

LOT 50 IN ARTHUR T. MCINTOSH AND COMPANY'S GLENVIEW COUNTRYSIDE BEING  
A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 LYING  
EAST OF THE EAST LINE OF RIGHT OF WAY OF GREENWOOD ROAD IN SECTION 33,  
TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

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