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Home Lean Center

RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, B-A

50 SOUTH LA SALLE STREET

CHICAGO, ILLINOIS 60675

DEPT-DI RECORDING

\$27.00

T\$0009 TRAN 1904 04/02/98 09:57:00

COOK COUNTY RECORDER

DEPT-10 PENALTY

\$24.00

MORTGAGE MODIFICATION AGREEMENT

5758487

This Mortgage Modification Agreement ("this Agreement") dated as of MARCH 1, 1998 by, between and among TERI L. GIDWITZ, UNMARRIED

(the foregoing party(ies), individually and collectively, "Borrower") and THE NORTHERN TRUST COMPANY

("Lender").

is

WHEREAS, Lender has made a mortgage I an (the "Loan") to Borrower in the principal amount of , reduced by payments to a carrent principal balance of \$ \$ 100,000.00 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 molified or amended, the "Existing Note") dated SEPTEMBER 27, 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 camended, the "Mortgage") dated COOK COUNTY, and recorded in the Office of the Recorder of Deeds of SEPTEMBER 27, 1998 98-755152 **ILLINOIS** OCTOBER 3, 1996 as Document Number , on which Mortgage secures the Existing Note and conveys and mortgages real estate located at 1542 WEST SCHOOL-UNIT E, CHICAGO in COOK COUNTY, ILLINOIS , legally described on Exhibit A ranched hereto and identified by Pin Number: 14-20-320-034 (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 , and such note incorporated herein by reference (such note together with all NOVEMBER 1, 2011 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;

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95,314,40 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 As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, ٠7 The recitals (whereas clauses) above are hereby incorporated herein by reference.

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

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

Fixed Rate Mote or a Balloon Mote, 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 Mote shall be deemed outstanding and Note, which Replacement Note shall be in the principal amount of \$ lia bas yaA .

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

shall, from and after the data hereof, be deemed references to the Replacement Mote. References in the Mortgage and related documents to the "Mote" and riders and attachments thereto

Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked

" (date of Replacement Note). MARCH 1, 1998 "Kenewed by Note dated

Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement,

and (ii) the lien of the Mortgale 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,

Note were set forth and described in the Mortgage.

as changed or modified in express terms by the Peplacement Documents. Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except The parties hereto further agent that all of the provisions, stipulations, powers and covenants in the

successors and assigns, except that Borrower may not transfer be saign its rights or inferest hereunder without to the benefit of and be binding upon the parties hereto, incir heirs, executors, personal representatives, the plural and vice versa, and the use of one gender shaft also denote the others. This Agreement shall inure executed 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 This Agreement and any document or instanteness in connection herewith shall be governed by

in the Replacement Documents and Mortgage. the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them

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

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

the parties hereto hereby agree as follows:

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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 thisday of
(SEAL) ADOLEENA A. GONZALEZ MOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRED. 1708/01 Notary Public
felia Alm
By: Kelley P. Kruger Residential Mortgage Officer
STATE OF Illinois) COUNTY OF DuPage)
Notary Public in rod for said County, in the State aforesaid, DO HEREBY CERTIFY that Kelley P. Kruger a(n) Residential Mortgage Officer (title) of The Northern Trust Contany
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 per 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 26th day of February 1998 (SEAL)
(SEAL) Torrico A. Geike Notary Public

"OFFICIAL SEAL"
VERONIKA A. GEIKE
Notary Public, State of Illinois
My Commission Expires Jan. 13, 2001

(01/28/98) DPS 692

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EXHBIT "A"

LEGAL DESCRIPTION

UNIT 1542-E IN HENDERSON SQUARE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED #PAL ESTATE:

THE SOUTH 1/2 OF LOTS 19 TO 34, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF LOT 35 (EXCEPT THE EAST 5 FEET THEPDOF) IN, IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

ALSO

ALL THAT PART OF THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY IN BLOCK 1 OF SICKEL AND HUFMEYER'S SUBDIVISION LYING EAST OF AND ADJACENT TO LOTS 19 THROUGH 28 IN SAID BLOCK 1, AND LYING SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF LOT 29 IN SAID BLOCK 1, ALL IN THE SOUTH 1/2 OF THE MORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 95491093, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT INDEX NUMBER: 14-20-320-034-0000

14-20-320-043-0000 14-20-320-044-0000

"MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM.

"THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

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