PREPARED BY:

Cook County Recorder

27.00

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

## 2000049134

This Mortgage Modification Agreement ("this Agreement") dated as of NOVEMBER 1, 1998 by, between and among PETER L. GOLDMAN AND CESSICA C. GOLDMAN, HUSBAND AND WIFE

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

("Lender").

is

WHEREAS, Lender has made a mortgage loan (the "Loan") to Borrower in the principal amount of 250,000.00 , reduced by payments to a current principal balance of \$ and Borrower has executed and delivered to Lender a rote 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 15, 1997

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 15, 1997** COOK COUNTY, and recorded in the Office of the Recorder of De. a. of ILLINOIS , on as Documer. Number which Mortgage secures the Existing Note and conveys and mortgages real estate located at 3920 NORTH LAKE SHORE DRIVE-UNIT 13N, CHICAGO in COOK COUNTY, ILLINOIS , legally described on Exhibit A at ached hereto and identified by Pin Number: 14-21-101-018 (together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, an Corrower 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 SEPTEMBER 1, 2027 , 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;

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the parties hereto hereby agree as follows: NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged,

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

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, 7.

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

or an Adius able 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. It 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 lis bas yaA . Note, which Replacement Note shall be in the principal amount of \$\infty\$ 236,703.63 The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement

References in the Mortgage and related documents to the "Note" and riders and attachments thereto be of any effect.

shall, from and sign the date hereof, be deemed references to the Replacement Note.

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

renewal and replacement of the dristing Mote, is and shall be a continuing obligation of Borrower to Lender, Borrower hereby agree and confirms that (i) the Replacement Note, as an amendment, restatement, " (date of Replacement Note). "Renewed by Note dated NOVEMBER 1, 1998

Note were set forth and described in the Mortgage. and (ii) the lien of the Mortgagostall secure the Replacement Note to the same extent as if the Replacement

Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the

successors and assigns, except that borrower may not transfer or assign its rights or inferest hereunder without to the benefit of and be binding upon the parties hereto, then heirs, executors, personal representatives, the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall inure executed in such State. Unless the context requires o'herv ise, 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 This Agreement and any document or instrument executed in connection herewith shall be governed by as changed or modified in express terms by in Replacement Documents.

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 neren, shall have the meaning given to them

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

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

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

**UNOFFICIAL COPY** 

## **UNOFFICIAL COPY**

99031408

STATE OF COOK )
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Peter & Vessica Coldense,
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 m; hand and notarial seal this day of normbon
OFFICIAL SEAL  (SEAIS JENNIFER MCRALIS  NOTARY PUBLIC, STATE OF ILL NOIS  MY COMMISSION EXPIRES:02,10,02
Mayore Sisselle
Its: Vice President
STATE OF Illinois ) COUNTY OF DuPage )
I, Veronika A. Geike  a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marjorie Truschke  a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Marjorie Truschke
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President (title), appeared before me this degree 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 4th day of November 1998
(SEAL)  "OFFICIAL SEAL" VERONIKA A. GEIKE Notary Public, State of Illinois My Commission Expires Jan. 13, 2001



99031408

## LEGAL DESCRIPTION

THE LEASEVOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE EXECUTED BY: LAKE SHORE TOWERS COOPERATIVE BUILDING CORPORATION, AS LESSOR, AND ALLAN N. LASKY AND LOUISE D. LASKY, AS LESSEE, DATED DATURY 14, 1987 DEMISING THE FOLLOWING PREMISES:

UNIT 13N OF 3920 LAKE SHORE DRIVE, WHICH IS LOCATED ON THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 9 IN CARSON AND CHYRAUS' ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 1 IN THE EQUITABLE TRUST COMPANY'S SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 9 AND 215.2 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT'9, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 9, AND LYING WEST OF A LILNE ISTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERE) SEPTEMBER 7, 1906 IN CASE NO. 274470 (THE PORTION OF WHICH LINE AFFECTING THE PREMISES IN QUESTION BEING DESCRIBED IN SAID DECREE AND MADE A PART THEREOF AS COMMENCING AT A POINT ON THE NORTH LINE OF IRVING PARK AVENUE OR GRACELAND AVENUE 1115 FEET EAST OF THE EAST LINE OF CLARENDON AVENUE, AS MEASURED ALONG THE NOPLY LINE OF IRVING PARK AVENUE, THENCE SOUTHEASTERLY IN A STRAIGHT LINE WHICH LITERSECTS THE NORTH LINE OF SHERIDAN ROAD AT A POINT 725 FEET EAST OF THE EAST LINE OF PINE GROVE AVENUE, AS MEASURED ALONG THE NORTH LINE OF SHERIDAN ROAD, IN COOK COUNTY, ILLINOIS