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1999-02-05 12:12:17
Cook County Recorder 27.00

PREPARED BY:



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

2000037950

This Mortgage Modification Agreement ("this Agreement") dated as of **NOVEMBER 1, 1998** is by, between and among **CAROL S. RIVERS, MARRIED TO DEAN G. WALKER**

(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 \$ **402,000.00**, reduced by payments to a current principal balance of \$ **395,520.50**, 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 **AUGUST 22, 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 22, 1997** and recorded in the Office of the Recorder of Deeds of **COOK COUNTY, ILLINOIS**, on **AUGUST 28, 1997** as Document Number **97635815**, which Mortgage secures the Existing Note and conveys and mortgages real estate located at **1502 N. NORTH PARK AVENUE, CHICAGO** in **COOK COUNTY, ILLINOIS**, legally described on Exhibit A attached hereto and identified by Pin Number: **17-04-201-044** (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 **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;

BOX 333-CTI

1020 New 0301
4/10
ADD 182066
C 270

Property of Cook County Clerk's Office

Handwritten initials/signature

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DPS 691 (01/28/98)

DEAN G. WALKER IS SIGNING THIS MORTGAGE MODIFICATION FOR THE SOLE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD RIGHTS.

CAROL S. RIVERS

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

- The recitals (whereas clauses) above are hereby incorporated herein by reference.
- As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments as Lender may request from time to time (collectively, the "Replacement Documents").
- 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 \$ 395,520.50 . Any and all accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and payable under the Replacement Note. If this Agreement is being used to convert an Adjustable 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 Balloon Note to a Fixed Rate Note or an Adjustable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to be of any effect.
- References in the Mortgage and related documents to the "Note" and riders and attachments thereto shall, from and after the date hereof, be deemed references to the Replacement Note.
- Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "Renewed by Note dated NOVEMBER 1, 1998 " (date of Replacement Note).
- Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, renewal and replacement of the Existing Note, is and shall be a continuing obligation of Borrower to Lender, and (ii) the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement Note were set forth and described in the Mortgage.
- The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by the Replacement Documents.
- This Agreement and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Illinois, and shall be deemed to have been executed in such State. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns, except that Borrower may not transfer or assign in its rights or interest hereunder without the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them in the Replacement Documents and Mortgage.
- A land trustee executing this Agreement does not make the representations and warranties above relating 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.

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

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STATE OF)
COUNTY OF)

I, Cheryl A Ealey a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY that Carol S. Rivers and
Dean G. Wallace

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 11th day of November

(SEAL)

Cheryl A Ealey
Notary Public
"OFFICIAL SEAL"
Cheryl A Ealey
Notary Public, State of Illinois
My Commission Expires 01/17/00

Marjorie Truschke
By: Marjorie Truschke
Vice President
Its: _____

STATE OF Illinois)
COUNTY OF Cook)

I, Diane M. O'Hara a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Marjorie Truschke a(n)
Vice President (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 Vice President (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 31st day of NOVEMBER 1998

(SEAL)

"OFFICIAL SEAL"
DIANE M. O'HARA
Notary Public, State of Illinois
My Commission Expires April 29, 2001

Diane M O'Hara
Notary Public

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EXHIBIT "A"

PARCEL 1:

LOT 65 IN THE SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, AND LOTS 127 TO 134, INCLUSIVE, AND LOT 137 IN BRONSON'S ADDITION TO CHICAGO, SAID ADDITION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS GRANTED BY THE CHICAGO TRANSIT AUTHORITY TO 1500 N. NORTH PARK L.L.C., DATED SEPTEMBER 19, 1995 AND RECORDED AS DOCUMENT NUMBER 95692855 TO MAINTAIN A DRIVEWAY FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THE EAST 16.0 FEET OF LOTS 51, 54, 55, 58, 59, 62, 63, 66, 67, 70, 71, 74, 75, 78, 79, 82, 83, 86, 87 AND 90 IN W. B. OGDEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125, ALL OF LOTS 123, 124, LOTS 127 TO 134, INCLUSIVE AND LOT 137 OF BRONSON'S ADDITION TO CHICAGO AND THE EAST 16.0 FEET OF LOTS 1 TO 4 IN DIXON'S SUBDIVISION OF THE EAST 1/2 OF LOT 135 OF BRONSON'S ADDITION TO CHICAGO AND THE EAST 16.0 FEET OF LOTS 5 TO 8 IN THE SUBDIVISION OF LOT 136 OF BRONSON'S ADDITION TO CHICAGO AND THE EAST 16.0 FEET OF LOTS 17, 20, 21, 24 AND 25 IN W. B. OGDEN'S SUBDIVISION OF LOTS 138, 139 AND THE RESUBDIVISION OF LOTS 142 TO 151 OF BRONSON'S ADDITION TO CHICAGO ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.