

# UNOFFICIAL COPY

PREPARED BY:

99162435

9731/0131 30 001 Page 1 of 4  
1999-02-18 12:24:21  
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



0350 PHILLIPS 0350  
4/8  
200802072  
CTC

## MORTGAGE MODIFICATION AGREEMENT

2000103579

This Mortgage Modification Agreement ("this Agreement") dated as of **NOVEMBER 1, 1998** is by, between and among **ROBERT A. KELMAN AND MARYANN KELMAN, HUSBAND AND WIFE**

4/00

(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 \$ **400,000.00**, reduced by payments to a current principal balance of \$ **383,537.08**, 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 **MARCH 31, 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 **MARCH 31, 1998** and recorded in the Office of the Recorder of Deeds of **COOK COUNTY, ILLINOIS**, on **MAY 13, 1998** as Document Number **98393684**, which Mortgage secures the Existing Note and conveys and mortgages real estate located at **1430 NORTH LAKE SHORE DRIVE-UNIT 16, CHICAGO** in **COOK COUNTY, ILLINOIS**, legally described on Exhibit A attached hereto and identified by Pin Number: **17-03-103-024** (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

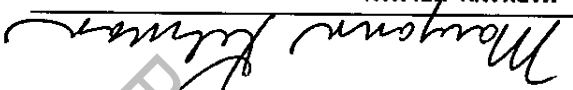
WHEREAS, the parties hereto wish to modify the terms of the Loan so that the terms of the Existing Note, as previously documented and disclosed by Lender, are replaced with the terms of that note (together with the terms of any and all riders and attachments thereto) dated the date of this Agreement, attached hereto as Exhibit B which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **APRIL 1, 2008**, 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;

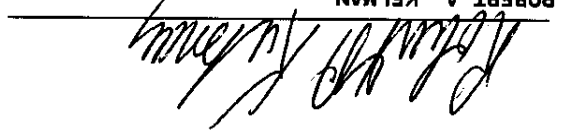
**BOX 333-CT1**

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DPS 691 (01/28/98)

53429166

MARYANN KELMAN  


ROBERT A. KELMAN  


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

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

9. 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 in the Replacement Documents and Mortgage.

8. This Agreement and any document or instrument executed in connection herewith shall be governed by 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 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.

7. 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.

6. 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.

5. 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).

4. 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.

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 \$ **383,537.08**. 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.

2. 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").

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

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, DIANE M. O'HARA a Notary Public in and for said County in the State  
aforesaid, DO HEREBY CERTIFY that ROBERT B. KELMAN AND  
MARY ANN KELMAN

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 21<sup>ST</sup> day of DECEMBER 1998.

(SEAL)



DIANE M O'HARA  
Notary Public

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 16<sup>TH</sup> day of DECEMBER 1998.

(SEAL)



DIANE M O'HARA  
Notary Public

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## EXHIBIT "A"

LOT 13 AND THE SOUTH 5 FEET OF LOT 14 AND (EXCEPT THE SOUTH 5 FEET) OF LOT 12 IN BLOCK 4 IN POTTER PALMER'S RESUBDIVISION OF LOTS 1 TO 22, INCLUSIVE IN BLOCK 4 IN THE CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION BEING A SUBDIVISION OF THE NORTH 18.83 CHAINS OF THE FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Pin Number

17-03-103-024

Street Address

1430 N. Lake Shore Drive 16  
Chicago, IL 60610

Property of Cook County Clerk's Office