1999-03-09 13:53:41

Cook County Recorder

27.00

PREPARED BY:

99223230

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

5517370

This Mortgage Modification Agreement ("this Agreement") dated as of DECEMBER 1, 1998 by, between and among SARA JOHNSTON JARO, MARRIFD TO LAWRENCE E. JARO

is

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

("Lender").

WHEREAS, Lender has made a mortgage logal (the "Loan") to Borrower in the principal amount of \$672,000.00, reduced by payments to current principal balance of \$649,115.48, 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 SEPTEMBER 18, 1995;

WHEREAS, Borrower has executed and delivered to Lender a mor gage (the mortgage, together with any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated SEPTEMBER 18, 1995 and recorded in the Office of the Recorder of Deeds of COOK COUNTY,

ILLINOIS , on SEPTEMBER 19, 1995 as Document Number 95631777 ,

which Mortgage secures the Existing Note and conveys and mortgages real estate located at

100 EAST HURON-UNIT 3605, CHICAGO

in COOK COUNTY, ILLINOIS , legally described on Exhibit A a tached hereto and identified by Pin Number: 17-10-105-014-1158

(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 <a href="Exhibit B">Exhibit B</a> which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 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;

Rev. 02/03/98 DPS 690

**BOX 333-CTI** 

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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,

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

the parties hereto hereby agree as follows:

lis bas yaA . Note, which Replacement Note shall be in the principal amount of \$ 849,115.48 The Existing Note 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,

or an Activishle 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 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 Note shall be deemed outstanding and

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

Borrower hereby agreet and confirms that (i) the Replacement Note, as an amendment, restatement, " (date of Replacement Note). DECEMBER 1, 1998 "Renewed by Note dated."

and (ii) the lien of the Mortgage skall secure the Replacement Note to the same extent as if the Replacement renewal and replacement of the barating Note, is and shall be a continuing obligation of Borrower to Lender,

The parties hereto further agree that ail of the provisions, stipulations, powers and covenants in the Note were set forth and described in the Mortgage.

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 K-placement Documents.

the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them successors and assigns, except that Borrower may not transfer or as ign rights or interest hereunder without to the benefit of and be binding upon the parties hereto, heir 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 (the wise, 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 instructure executed in connection herewith shall be governed by

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 represent tic as and warranties above relating in the Replacement Documents and Mortgage.

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

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this //greement as of the

MODIFICATION WITH THE SOLE PURPOSE OF 1VRO 12 SIGNINE THIS MORTGAGE

MYIAING VNL VND VCC HOMESIEVD BIGHIS:

## **UNOFFICIAL COPY**

99223230

STATE OF ) COUNTY OF )
I, Caroly A. Estes a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sana Johnston Jano, Lawrence E. Jano
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 4th day of January, 1999.
(SEAL)  OF FICIAL SEAL  CAROLYN A ESTES  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION ELIPI/IFE:09/12/99
Marjorie Truschke
Its: Vice President
STATE OF Illinois ) COUNTY OF Cook )
I, Leslie Fortenberry  a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marjorie Truschke  yice 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 dry in person and acknowledged that (she 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 30th day of 0ECEMBEE 1998
(SEAL)  "OFFICIAL SEAL"  LESLIE FORTENBERRY  Notary Public, State of Illinois My Commission Expires April 17, 2002  Notary Public

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### EXHIBIT "A"

99223230

### ARCEL 1:

NIT 3605 IN THE 100 EAST HURON STREET CONDOMINIUM, AS DELINEATED ON A URVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 IN CHICAGO PLACE A ESUBDIVISION OF THE LAND, PROPERTY AND SPACE WITHIN BLOCK 46 (EXCEPT THE AST 75.00 FEET THEREOF) IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 F SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL ERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED EPTEMBER 7, 1990 AS DOCUMENT 90435974, WHICH SURVEY IS ATTACHED AS EXHIBIT A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 90620268, OGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL N COOK COUNTY, ILLINOIS.

#### ARCEL 2:

ASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, TRUCTURAL SUPPORT, USE OF FACILITIES, APARTMENT EASEMENT FACILITIES, SIGN ND CANOPY, COMMON WALLS, CEILINGS AND FLOORS, UTILITIES, DELIVERIES, ECEIVING ROOM AND TRASIL COMPACTOR ROOM, TRUCK RAMP, MECHANICAL ROOMS, CCESS TO BUILDING ENTRANCES, EMERGENCY STAIRWAY, ENCROACHMENTS, EMERGENCY ENERATOR, GIRDERS SUPPORTING APARTMENT TO 1, RETAIL BUILDING ROOF ACCESS, ARKING SHUTTLE AND APARTMENT OWNED FACILITIES AS DESCRIBED IN THE EASEMENT ND OPERATING AGREEMENT RECORDED OCTOBER 5, 1990 AS DOCUMENT 90487310 OVER ESCRIPTION: THE LAND, PROPERTY AND SPACE, LYING WITHIN THE BOUNDARIES, ROJECTED VERTICALLY, OF THE FOLLOWING DESCRIBED TRACT: LOTS 1, 3 AND 4 IN HICAGO PLACE A RESUBDIVISION OF THE LAND, PROPERTY AND SPACE WITHIN BLOCK 6 (EXCEPT THE EAST 75.00 FEET THEREOF) IN KINZIE'S ADDITION TO CHICAGO IN HE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 WORTH, RANGE 14 EAST OF THE THIRD RINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF ogn. Clert's Organica ECORDED SEPTEMBER 7, 1990 AS DOCUMENT 90435974.

TAX I.D.# 17-10-105-014-1158