

UNOFFICIAL COPY

PREPARED BY:

99299057

4025/0068 04 001 Page 1 of 7
1999-03-29 09:57:01
Cook County Recorder 33.00

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

2000077308

This Mortgage Modification Agreement ("this Agreement") dated as of FEBRUARY 1, 1999 is
by, between and among
WILLIAM R. CHAMBERS, JR. AND EILEEN CHAMBERS, HUSBAND AND WIFE

(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 \$ 369,000.00 , reduced by payments to a current principal balance of \$ 365,006.38 , 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 JANUARY 28, 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 JANUARY 28, 1997 and recorded in the Office of the Recorder of Deeds of COOK COUNTY, ILLINOIS , on DECEMBER 5, 1997 as Document Number 97916735 , which Mortgage secures the Existing Note and conveys and mortgages real estate located at 1656 WEST GRACE STREET, CHICAGO in COOK COUNTY, ILLINOIS , legally described on Exhibit A attached hereto and identified by Pin Number: 14-19-215-035 (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 DECEMBER 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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(01/28/98) DPS 691

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ELLEN CHAMBERS

WILLIAM R. CHAMBERS, JR.

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

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

in the Repayment Document Definitions and Mortgagors.

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 assign, its rights or interest hereunder without to the benefit of and be binding upon the parties hereto, their heirs, executors, personal representatives, the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall include executed in such State. Unless the context requires otherwise, 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 executed by This Agreement and any documentation or instrument in connection therewith shall be governed by as changed or modified in express terms by the Agreement Documents.

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

and (ii) the Lien of the Mortgage shall secure the Repayment Note to the same extent as if the Repayment and renewal and replacement of the Existing Note, is and shall be a continuing obligation of Borrower to Lender, Borrower hereby agrees and confirms that (i) the Repayment Note, as an amendment, restatement,

"Renewed by Note dated FEBRUARY 1, 1999 . . . (date of Repayment Note).

5. Upon receipt of the Repayment Note, the Lender shall return the Existing Note to Borrower marked shall, from and after the date hereof, be deemed references to the Repayment Note.

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

or an Adjustable Rate Note, from and after the date hereof, any Balloon 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 shall cease to be of any effect. If this Agreement is being used to convert an Adjustable Rate Rider to the Mortgage Fixed Rate Note or a Balloon Note. If this Agreement is being used to convert an Adjustable Rate Note to a payable under the Repayment Note. If this Agreement is being used to convert an Adjustable Rate Note to a Note, which Repayment Note is hereby amended, restated, renewed and replaced in its entirety by the Repayment accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and Note, as Lender may request from time to time (collectively, the "Repayment Documents").

3. The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Repayment the Repayment Note, relevant riders, attachments and disclosures, and such other documents and instruments as Lender may request from time to time (collectively, the "Repayment Documents").

2. As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, the Repayment Note, relevant riders, attachments and disclosures, and such other documents and instruments as Lender may request from time to time (collectively, the "Repayment Documents").

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

the parties hereto hereby agree as follows:

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

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FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

2000077308

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1ST day of FEBRUARY, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to THE NORTHERN TRUST COMPANY

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1656 WEST GRACE STREET, CHICAGO, ILLINOIS 60613

Property Address

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.7500 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of FEBRUARY, 2006, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX- Single Family - Fannie Mae Uniform Instrument

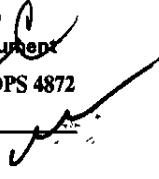
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Form 3182 5/94 Rev. 07/28/94

DPS 4872

VMP-843B (8406)

VMP MORTGAGE FORMS - (800)521-7291

Initials: 

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INMP-843B (9406)

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Form 3182 5/94 Rev. 07/25/94
File No: 4473

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

This option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this option, require immediate payment in full of all sums secured by this Security instrument. However, if Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment if Borrower is sold or transferred or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower must pay all sums secured by this Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument.

Transfer of the Property or a Beneficial Interest in Lender. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower must pay all sums secured by this Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument.

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The telephone number of a person who will answer any question I may have regarding the notice. Notice will include the amount of my monthly payment, any information required by law to be given me and also adjustable interest rate or transfer fee. The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The telephone number of a person who will answer any question I may have regarding the notice.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.7500 %.

(F) Notice of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

TWO AND THREE FOURTHS

(2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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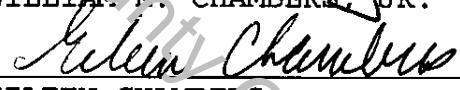
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

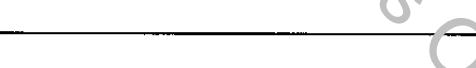
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.


WILLIAM P. CHAMBERS, JR. _____ (Seal)


EILEEN CHAMBERS _____ (Seal)


_____ (Seal)


_____ (Seal)

Borrower
Borrower
Borrower
Borrower

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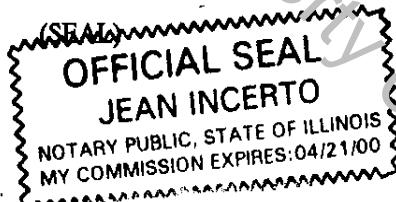
99299057

STATE OF Illinois)
COUNTY OF Cook)

I, Jean Incerto a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that William R. Chambers, Jr. and Eileen Chambers

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 February, 1999.



Jean Incerto
Notary Public

Marjorie Truschke

By: Marjorie Truschke

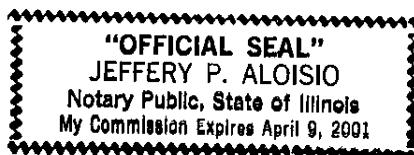
Its: Vice President

STATE OF)
COUNTY OF)

I, JEFFREY P. ALOISIO 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 28th day of JANUARY 1999.

(SEAL)



Jeff P. Aloisio
Notary Public

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99299057

EXHIBIT "A"

COOK
LOT 72 IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18, IN THE
SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE
EAST 1/2 OF THE SOUTHWEST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

County, Illinois:

PIN NO. 14-19-215-035

which has the address of 1656 W. GRACE STREET, CHICAGO
Illinois 60613

[Zip Code] ("Property Address");

[Street, City].

1st AMERICAN TITLE order # CW14683Caw

14-19-215-035
S273
Property Office