PREPARED BY:

4025/0103 04 001 Page 1 of 10 1999-03-29 10:44:36 Cook County Recorder 39.00

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RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY

ATTN: HOME LOAN CENTER, B-A

50 SOUTH LA SALLE STREET STREET STREET SUCCESSOR by Merger to

NORTHERN TRUST, BANK/LAKE FOREST

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MORTGAGE MODIFICATION AGREEMENT combany equal stambed

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Successor by Manage 10

This Mortgage Modification Agreement ("this Agreement") dated as of OCTOBER 1, 1998 by, between and among Northern Trust BANK/O'HARE, N.A. NOT PERSONALLY BUT

AS TRUSTEE UNDER TRUST AGREEMENT DATED

NOVEMBER 22, 1983 AND KNOWN AS TRUST

NUMBER 83L 1461

5028

(the foregoing party(ies), individually and collectively, "Borrower") and

THE NORTHERN TRUST COMPANY

("Lender").

is

WHEREAS, Lender has made a mortgage ioan (the "Loan") to Borrower in the principal amount of \$206,000.00 , reduced by payments to r cur ent principal balance of \$160,080.14 , 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 DECEMBER 31, 1987 :

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 DECEMBER 31, 1987 and recorded in the Office of the Recorder of Deeds of COOK COUNTY,

ILLINOIS , on JANUARY 7, 1988 as Document Number 88009334, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 8100 NORTH WASHINGTON, NILES

in COOK COUNTY, ILLINOIS , legally described on Exhibit 1 attached hereto and identified by Pin Number: 09-23-402-102 and 09-23-409-020 and 09-23-409-31 (together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Forrower 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 OCTOBER 1, 2028, 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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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, ٦.
- The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement ,ξ as Lender may request from time to time (collectively, the "Replacement Documents").
- 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 Ils bas yaA . \$1.080,081 Note, which Replacement Note shall be in the principal amount of \$

or an Adjustable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to

- Reference, in the Mortgage and related documents to the "Note" and riders and attachments thereto ٠, be of any off set.
- Upon receive or the Replacement Note, the Lender shall return the Existing Note to Borrower marked shall, from and siter the date hereof, be deemed references to the Replacement Note.
- Borrower hereby serees and confirms that (i) the Replacement Note, as an amendment, restatement, " (date of Replacement Note). OCTOBER 1, 1998 "Renewed by Note dated
- and (ii) the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement renewal and replacement of the Existing Note, is and shall be a continuing obligation of Borrower to Lender,
- 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 Note were set forth and described in ine Mortgage.
- the prior written consent of Lender. Terms not otherwise defined ne ein 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, beir 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 on enterever 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 the Replacement Documents.
- to the balance of the Loan or the presence or absence of liens on the Triperty. The land trustee's waiver A land trustee executing this Agreement does not make the representations 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 Agreement as of the day and year first above written. The Northern Trust Company, her ger to Parcell 2. Successor by Merger to

NORTHERN TRUST BANK/O'HARE, N' A. A. M. M. A. M. M. A. M. M. A. M. Exoneration provision restricting any liability MORTHERN TRUST BANK LAKE FOREST Formerly Known as

TRUSTEE UNDER TRUST AGREEMENT DATED LINE IS INCOLDORAGE DELEGIA. On the reverse side hereof, or attached hereto. TUB YJJANOZRJA TON of the Northern Trust Company of ther stamped

NOVEMBER 22, 1983 AND KNOWN AS TRUSTICEUSED DA MILITAGEL I.

NUMBER 831 1481 SEC FOLORILLY OF INCIDIALITY PARCEL I.

ASSISTANT SECRETARY

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General Exculpatory Clause --Miscellaneous Instruments

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this incurrent is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be a seried or enforceable against The Northern Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either exp essed or implied, all such personal liability, if any, being expressly waived and released.

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FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

0000025496

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1ST day of OCTOBER , are 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/Adjustab's 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:

8100 NORTH WASHINGTON, NITES, ILLINOIS 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 6.6250 a change in the initial fixed rate to an adjustable interest rate, as follows:

%. The Note also provides for

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 OCTOBER , 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

MP-843B (9406)

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

Page 1 of 3

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

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 3. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE Instrument without further notice or demand on Borrower. sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these shall provide a period of not less than 30 days from the date the notice is delivered or mailed within If Lender exercises this option, Lender shall give Borrower notice at sceleration. The notice this Security Instrument. this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of option, require immediate payment in full of all sums secured by the Security Instrument. However, and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its or any interest in its sold or transferred (or if a beneficial interest in Borrower is sold or transferred Transfer of the Property or a Beneficial Interest in Astrower. If all or any part of the Property OF THE SECURITY INSTRUMENT SHALL BE IN LIFTCT AS FOLLOWS: INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE B. TRANSFER OF THE PROPERTY OF A BENEFICIAL INTEREST IN BORROWER 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 and of any changes in my adjustable interest rate before the effective date of any change. The The Note Holder will selver or mail to me a notice of the change in my initial fixed interest rate to an (F) Notice of Changes payment changes agam. 🧢 payment beginning on the first monthly payment date after the Change Date until the amount of my monthly My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly (E) Effective Date of Changes been paying for the preceding 12 months. My interest rate will never be greater than 0929.21 decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have or less than %. Thereafter, my adjustable interest rate will never be increased or The interest rate I am required to pay at the first Change Date will not be greater than (D) Limits on Interest Rate Changes in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the rounded amount will be my new interest rate until the next Change Date. the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this %) to the Current Index. The Note Holder will then round the result of this addition to 2,7500

Before each Change Date, the Note Holder will calculate my new interest rate by adding

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DPS 4873

percentage point(s)

Form 3182 5/94 Rev. 07/25/94

Page 2 of 3

BE IN ELLECT, AND THE PROVISIONS OF UNIFORM COVENAUT 17 OF THE SECURITY OF THE SECURITY THEN CEASE TO

INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

(9078) **8518-**(9106)

TWO AND THREE FOURTHS

(C) Calculation of Changes

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y the dealers of mental game of the following and the central are yellowings, we become the grant with and Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property agient with or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred from sent in and Borrower is not a natural person) without: Lender's prior written consent, Lender may, at its singulation option, require immediate payment in full of all sums secured by this Security Instrument. However, 1971 this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of none of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be the submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan required by Lender to evaluate the intended transferee as if a new loan required by were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not 62. 19:000 be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Usrie Security Instrument is acceptable to Lender. Instrument to income to income the instrument is acceptable to Lender. Instrument to income to income the instrument is acceptable to Lender. Instrument to income to income the instrument to acceptable to Lender. To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to the applicable law, Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption the received 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 Now 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.

' C	(Seal)
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	(Seal)
4	–Вогтоwer
<u> </u>	(Seal)
	-Borrower
Roll Par-	(Seal)
NORTHERN TRUST BANK/O HARE, N.A. NOT PERSONALLY BUT	-Borrower
AS TRUSTEE UNDER TRUST AGRECMENT	
DATED NOVEMBER 22, 1983 AND KNOWN	N AS TRUST
NUMBER 83L 1461 and not personally of le	ndividually.
BY Deleid	: His Manta

The Northern Trust Company,
Successor by Merger to
NORTHERN TRUST BANK/LAKE FOREST
Formerly Known as
as pertains to Parcel 2

Exoneration provision restricting any liability of the Northern Trust Company either stamped on the reverse side hereof or attached heretos is incorporated herein.

ASSISTANT SECRETARY

DPS 4874

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Northern Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

The Northern Trust Company,
Successor by Mershold
ANDRIGER FRUIT SALEST

VILLE PRESIDENT.
ASSISTANT SECRETARY

Exoneration provision restricting any liability of the thinker Trust Company of the stantoed on the line in the horizon of the incorporated berein.

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LAND TRUSTEE			
(if applicable):	Ву:		
I	ts:		
STATE OF Illinois COUNTY OF Lake)		
J. HENDERSHOLASSISTA	BY CERTIFY that PEGGY PRINT SECRETARY of I	, a Notary Public in and freters VICE PRESIDE HE NORTHERN TRUST COllabore name is subscribed to the fo	<u>MPANY</u> (
such VICE PKE acknowledged that (s)he sign	ENTASSISTANT SE	EXECUTE: before me this astrument as his/her free and vo.	day in person and
GIVEN under my hand and	notarial seal this 13th	_day of January 14	7 <i>99</i>
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THE PORTS OF SECRETARY

VICE PRESIDENT ASSISTANT SECRETARY

VICE PRESIDENT ASSISTANT SECRETARY

STATE OF)
COUNTY OF)
I,aforesaid, DO HEREBY CERTIFY that	a Notary Public in and for said County in the State
aloresald, DO HEREBI CERTIFY that	
	the same person(s) whose names are subscribed to the foregoing vledged that (s)he/they signed and delivered the said instrument as uses and purposes therein set forth.
GIVEN under my hand and notarial seal thi	day of
(SEAL)	Notary Public
Or	rectify rubble
	,
Mayo	u Truschse
p Marjori	e Trusc ⁱ ke
-	resident
Its:	esident
STATE OF Illinois	
COUNTY OF Cook	
I, Diane M. O'Hara	a Notary Public ir and for said County, in the
State aforesaid, DO HEREBY CERTIFY Vice President	
who is personally known to me to be the sai	me person whose name is subscribed to the for going instrument as
such Vice President	(title), appeared before me this day in person and
free and voluntary act of said corporation,	ed the said instrument as his/her free and voluntary act, and as the for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this	s 20th day of NOVEMBER 1998
(SEAL) "OFFICIAL SEAI DIANE M. O'HAI Notary Public, State of My Commission Expires April	RA DIMO M O'HAVA

EXHIBIT_"A" 99299092

PARCEL 1:

THE SOUTHERLY 65 FEET OF THE NORTH 75 FEET (EXCEPT THE EAST 31 FEET THEREOF) OF THE SOUTH 750 FEET OF THE EAST 5 ACRES OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 5 AND 6 IN HOME AND COMMUNITY PLANNING ASSOCIATION COVENTURE ADDITION TO VILLAGE OF NILES BEING A SUBDIVISION ON THE SOUTHEAST 1/4 OF THE SOUTH FAST 1/4 (EXCEPT THE EAST 10 ACRES) ALSO THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK THE COUNTY CLOTHES OFFICE COUNTY, ILLINOIS.