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99352475

4338/0050 66 001 Page 1 of 6
1999-04-13 09:37:56
Cook County Recorder 31.00

PREPARED BY:



99352475

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

2000047573

This Mortgage Modification Agreement ("this Agreement") dated as of FEBRUARY 1, 1999 is by, between and among NOEL KAPLAN AND DORIS KAPLAN, 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 \$ 1,000,000.00, reduced by payments to a current principal balance of \$ 837,859.97, 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 OCTOBER 30, 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 OCTOBER 30, 1997 and recorded in the Office of the Recorder of Deeds of COOK COUNTY, ILLINOIS, on NOVEMBER 5, 1997 as Document Number 97831241, which Mortgage secures the Existing Note and conveys and mortgages real estate located at 1678 BRAESIDE LANE, NORTHBROOK in COOK COUNTY, ILLINOIS, legally described on Exhibit A attached hereto and identified by Pin Number: 04-14-200-130-0000 (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 NOVEMBER 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 2/03/98 DPS 690

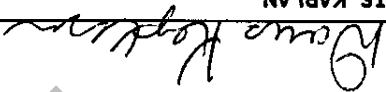
CTI A00182879 4 of 15 Sales A. Phillips

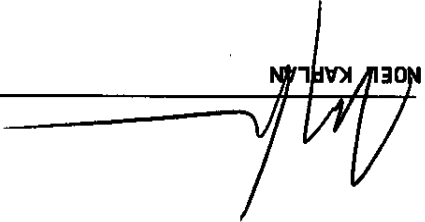
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DPS 691

(01/28/98)

DORIS KAPLAN


NOEL KAPLAN


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 FEBRUARY 1, 1999" (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, renewed and replaced in its entirety by the Replacement Note, which Replacement Note shall be in the principal amount of \$ 837,859.97 . 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:

Property of [Watermark]

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ADJUSTABLE RATE RIDER

(3 Year Treasury Index - Rate Caps)

2000047573

THIS 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 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:

1678 BRAESIDE LANE, NORTHBROOK, ILLINOIS 60062

Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.3750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of FEBRUARY, 2002, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my 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 3 years, 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.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage point(s) (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.

MULTISTATE ADJUSTABLE RATE RIDER - 3 YEAR ARM - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Page 1 of 2

Form 3114 7/88

DPS 804

VMP-862B (8304)

VMP MORTGAGE FORMS - (800)621-7291

Initials

[Handwritten Signature]

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MP-862B (8304)

Page 2 of 2

Form 3114 7/88
DPS 805
Rev. 7/13/95

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
DORIS KAPLAN
Doris Kaplan
-Borrower

(Seal)
NOEL KAPLAN
Noel Kaplan
-Borrower

Rate Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Instrument without further notice or demand on Borrower. these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of Instrument unless Lender releases Borrower in writing. and in this Security Instrument, Borrower will continue to be obligated under the Note and this Security Instrument to Lender and that obligates the transferee to keep all the promises and agreements made in the Note consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's this Security Instrument is acceptable to Lender.

security will not be impaired by the loan assumption and the risk of a breach of any covenant or agreement in transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

regarding the notice. monthly payment before the effective date of any change. The notice will include information required by law to The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my (F) Notice of Changes

payment changes again. 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

(E) Effective Date of Changes

months. My interest rate will never be greater than 2.000% () from the rate of interest I have been paying for the preceding 36 single Change Date by more than TWO or less than 4.3750%. Thereafter, my interest rate will never be increased or decreased on any The interest rate I am required to pay at the first Change Date will not be greater than 8.3750%

(D) Limits on Interest Rate Changes

payment. 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

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99352475

STATE OF)
COUNTY OF)

I, SANDRA WYLIE GREENBERG a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that NOBLE KAPLAN and DORIS KAPLAN,

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 16th day of February, 1989.

(SEAL)

OFFICIAL SEAL
SANDRA W GREENBERG
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 13, 2002

Sandra W. Greenberg
Notary Public

Marjorie Truschke
By: Marjorie Truschke
Its: Vice President

STATE OF)
COUNTY OF)

I, Juaria Shelton 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.

OFFICIAL SEAL
JUARIA SHELTON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 5, 2001

(SEAL)

Juaria Shelton
Notary Public

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CANDRA WALKER GREENBERG

Property of Cook County Clerk's Office

RECEIVED
CANDRA WALKER GREENBERG
COUNTY CLERK OF COOK COUNTY
JAN 10 2011 10:00 AM

RECEIVED
CANDRA WALKER GREENBERG
COUNTY CLERK OF COOK COUNTY
JAN 10 2011 10:00 AM

PARCEL 1:

LOT 5 IN BRAESIDE SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1991 AS DOCUMENT 91597315 IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS, AND CONDITIONS AND RESTRICTIONS MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 16, 1991 AND KNOWN AS TRUST NUMBER 114399-08 AND SAMUELS-BERENZ AND ASSOCIATES, INC., CORPORATION OF ILLINOIS, RECORDED NOVEMBER 13, 1991 AS DOCUMENT 91597313.

EXHIBIT "A"

Property of Cook County Clerk's Office

CRJ.RGA:
KMO

Received Time Sep. 13. 10:42AM

Print Time 9/13/91 Sep. 13. 10:47AM¹