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PREPARED BY:

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4338/0058.66 001 Page 1 of 4
1999-04-13 09:57:45
Cook County Recorder 27.00



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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

5184576

This Mortgage Modification Agreement ("this Agreement") dated as of **MARCH 1, 1999** is
by, between and among
MARK L. DEVRIES AND ANN L. DEVRIES, 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
\$ **200,000.00**, reduced by payments to a current principal balance of \$ **192,835.19**,
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
MAY 25, 1995;

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
MAY 25, 1995 and recorded in the Office of the Recorder of Deeds of **COOK COUNTY,**
ILLINOIS, on **MAY 30, 1995** as Document Number **95-349517**,
which Mortgage secures the Existing Note and conveys and mortgages real estate located at
3928 ELLINGTON, WESTERN SPRINGS
in **COOK COUNTY, ILLINOIS**, legally described on Exhibit A attached hereto and
identified by Pin Number: **18-05-103-014**
(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
JUNE 1, 2025, 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

UTIC A00182879 12 of 15 sales A. Phillips

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ANN L. DEVRIES

Ann L. Devries

MARK L. DEVRIES

Mark L. Devries

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.

in 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 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 inure and construed in accordance with 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

8. 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.

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 Note were set forth and described in the Mortgage.

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, Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, "Renewed by Note dated MARCH 1, 1999" (date of Replacement Note).

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

4. References 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 a Balloon Note to a Fixed Rate Note 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 accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and Note, which Replacement Note shall be in the principal amount of \$ 192,835.19 . Any and all

3. The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement as Lender may request from time to time (collectively, the "Replacement Documents").

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

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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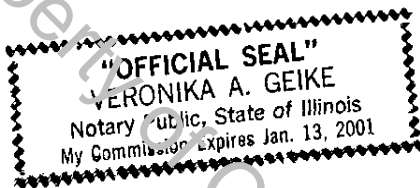
STATE OF Illinois)
COUNTY OF DuPage)

I, Veronika Geike a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mark L. Devries and Ann L. Devries,

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 12th day of February, 1999

(SEAL)



Veronika A. Geike
Notary Public

Marjorie Truschke
By: Marjorie Truschke
Its: Vice President

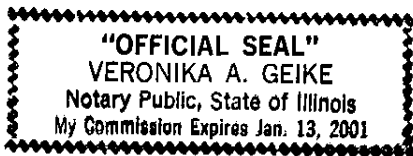
STATE OF Illinois)
COUNTY OF DuPage)

I, Veronika A. Geike 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 2nd day of February, 1999

(SEAL)



Veronika A. Geike
Notary Public

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EXHIBIT "A"

COOK

County, Illinois:

LOT 5 IN BLOCK 7 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8THS
OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF
THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF
SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 18-05-103-014-0000

which has the address of 3928 ELLINGTON, WESTERN SPRINGS

[Street, City],

Illinois 60558

[Zip Code] ("Property Address");

Property of Cook County Clerk's Office