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AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO ELGIN DIVISION

MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT AND DISCLOSURE FOR HOME EQUITY CREDIT LINE

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure for Home Equity Credit Line ("this Amendment"), is made and entered into by and between Thomas J. Russo and Deborah A. Russo, husband and wife, in joint tenancy (hereinafter, whether one or more, the "Borrower") and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking corporation (the "Bank").

WHEREAS, the Borrower has entered into the AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO Agreement and Disclosure for Home Equity Credit Line ("the Agreement") dated August 2, 1993, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$14,900.00 ("Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee a Home Equity Credit Line Mortgage ("the Mortgage") dated August 2, 1993 pursuant to which the Borrower did mortgage, grant, warrant and convey to the Bank the property located in the County of Cook, State of Illinois, legally described as follows:

LOT 46 IN WILLOW WALK UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 3, 1971, AS DOCUMENT LR2596876, IN COOK COUNTY, ILLINOIS.

TAX ID NUMBER: 02-21-307-025

which has a street address of 727 Spring Willow Bay, Palmdale, IL 60067, which Mortgage was recorded on September 23, 1993 as Document Number 93-762648 by the office of the Recorder of Deeds of such county;

WHEREAS, the Bank is the current holder of the Home Equity Credit Line Mortgage executed pursuant to the Agreement and secured by the Mortgage, and the Borrower has requested that the Credit Line be increased from \$14,900.00 to \$21,000.00, and the Bank has agreed to the increase provided the Borrower executes this Amendment and any further documents as the Bank may require, and subject to the terms, provisions and conditions hereinafter contained.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

1. Amendment to Mortgage. Definition 1.(b) Credit limit on the first page of the Mortgage is hereby amended by substituting "The New Credit Limit, as specified in the Amendment to the Agreement is \$21,000.00", for "The Credit Limit, as specified in the Agreement is \$14,900.00."

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Maul...
ADVANCED TITLE SERVICES, INC.
102 W. Illinois Street
St. Charles, IL 60174

25,50
RE

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2011 JT-1202
6-1-11 1215 5363

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OFFICE OF THE CLERK OF THE COURT & JAMES J. JACOBIAN, CLERK
COURT DIVISION

IN RE: [Illegible Name]
[Illegible Address]
[Illegible City, State, Zip]

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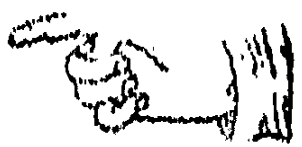
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DAVID J. JACOBIAN, CLERK
COURT DIVISION



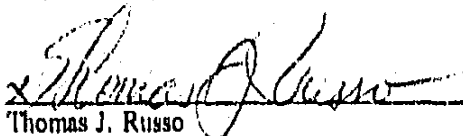
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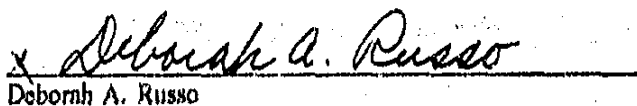
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2. Amendment to Agreement. Page 1, Section 3, Credit Limit of the Agreement, is hereby amended by substituting "the *New Credit Limit* on the Credit Line is \$21,000.00. The outstanding Loan balance under this Amendment to Agreement shall not at any time exceed the *New Credit Limit*," for "the limit on the Credit Line is \$14,900.00. The outstanding Loan balance under this Agreement shall not at any time exceed the Credit Limit."
3. Effective Date. Subject to the other terms and conditions of the Agreement and the Mortgage, the new Credit Limit shall be effective and available upon the expiration of the Borrower's right to rescind under federal Regulation Z, 12 CFR 226 (*Truth in Lending*).
4. References. Wherever in the Mortgage, the Agreement or any other instrument evidencing, securing or guaranteeing the loans made pursuant to the Agreement reference is made to the Mortgage or the Agreement, such reference shall from and after the date hereof be deemed a reference to the Mortgage or the Agreement as hereby modified and amended. From and after the date hereof the Mortgage shall secure loans up to the amended Credit Limit, with interest thereon, plus any other sums and obligation noted therein to be secured thereby.
5. No Implied Amendments. Except as expressly modified hereby, all of the terms and conditions of the Mortgage and the Agreement shall stand and remain unchanged and in full force and effect.
6. Miscellaneous. This Amendment shall extend to and be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment this 19th day of October, 1994.

BORROWER:


Thomas J. Russo


Deborah A. Russo

11-28-94 15:40
RECORDING 25.00
MAIL 0.50
04003033
SUB TTL 25.50

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO

BY: 
Phillip P. Curle Vice President

ATTEST: 
John P. Jenkins Mortgage Officer

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

04003033

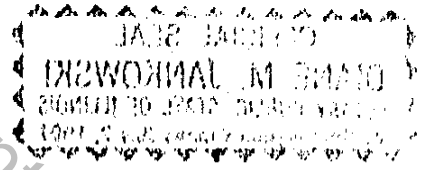
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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois, at Springfield, this 1st day of January, 1901.

Approved by the Board of Supervisors of Cook County, Illinois, on the 1st day of January, 1901.

Approved by the Board of Supervisors of Cook County, Illinois, on the 1st day of January, 1901.



Property of Cook County Clerk's Office

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois, at Springfield, this 1st day of January, 1901.

