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## MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT AND DISCLOSURE STATEMENT

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into by and between \_\_\_\_\_

Thomas F. Peterson and Jean M. Peterson, as joint tenants  
(hereinafter, whether one or more, the "Borrower") and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank").

WHEREAS, the Borrower has entered into The Northern Trust Company Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated October 29, 1987, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$ 50,000.00 (the "Maximum Credit Amount");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee an Equity Credit Line Mortgage (the "Mortgage") dated October 29, 1987 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 in Exhibit A attached hereto and incorporated herein by reference, which has a street address of 790 Prospect Avenue., Winnetka, Illinois 60093, which Mortgage was recorded on November 10, 1987 as Document No. 87606877 by the office of the Recorder of Deeds of such county;

WHEREAS, the Bank is the current holder of the Agreement and the Mortgage, and the Borrower has requested that the Maximum Credit Amount be increased from \$ 50,000.00 to \$ 60,000.00, and the Bank is willing so to do 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 of the mutual covenants herein contained, the parties hereto hereby agree as follows:

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1. Amendment to Mortgage. The second paragraph on the first page of the Mortgage (the first "Whereas" clause) is hereby amended by substituting "\$60,000.00" [new Maximum Credit Amount] for "\$50,000.00" [original Maximum Credit Amount].

2. Amendment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$60,000.00" [new Maximum Credit Amount] for "\$50,000.00" [original Maximum Credit Amount].

3. Effective Date. Subject to the other terms and conditions of the Agreement and the Mortgage, the new Maximum Credit Amount 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 Maximum Credit Amount, with interest thereon, plus any other sums and obligations stated 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 and their heirs, personal representatives, executors, successors and assigns.

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

Signed and dated this 21 day of November, 1988

BORROWER Thomas F. Peterson

Thomas Peterson

Jean M. Peterson

Jean M. Peterson  
THE NORTHERN TRUST COMPANY

By: Walter C. Supter

Its: Second Vice President

Attest:

Jane D. [Signature]

Assistant Secretary

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, MARJORIE A. THOMSEN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas F. Peterson and Jean M. Peterson personally appeared before me and acknowledged that (s)he [they] executed and delivered the foregoing instrument as his(her)[their] their free and voluntary act for the use and purposes therein set forth.

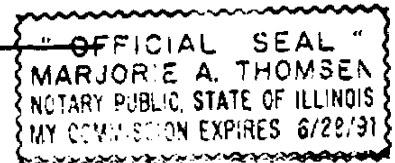
Given under my hand and notarial seal this 21st day of NOVEMBER, 1988.

(SEAL)

Signature of Marjorie A. Thomsen, Notary Public

My Commission Expires: 6/28/91

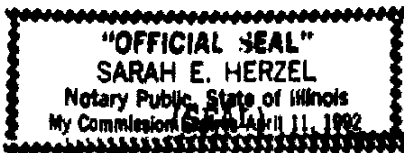
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)



I, Sarah E. Herzel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter C. Stephen, Second Vice President of THE NORTHERN TRUST COMPANY, and James H. Huber, Assistant Secretary of THE NORTHERN TRUST COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and such Assistant Secretary and are personally known to me to be such Second Vice President and such Assistant Secretary, appeared before me this day in person and acknowledged that they respectively signed and delivered and attested the said instrument as their free and voluntary act as such Second Vice President and such Assistant Secretary, as aforesaid, and as the free and voluntary act of THE NORTHERN TRUST COMPANY for the uses and purposes therein set forth.

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Given under my hand and notarial seal this 22nd day of November, 1988.



Signature of Sarah E. Herzel, Notary Public

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY: MAIL TO: STEBBINS NELSON, ESQ.

BOX 333-GG

THE NORTHERN TRUST COMPANY
50 South LaSalle Street
Chicago, Illinois 60675
Telephone (312) 444-3969

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## EXHIBIT A - LEGAL DESCRIPTION

THE SOUTHERLY 15 FEET OF LOT 10 AND ALL OF LOTS 11 AND 12  
IN BLOCK 8 IN WINNETKA PARK BLUFFS BEING A SUBDIVISION BY  
WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17 AND 20,  
TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 05-17-407-018-0000

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