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MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT AND DISCLOSURE STATEMENT (Standard Form)

Dated as of September 29, 1989

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into by and between Russell A. Wu and Jade R. Wu, his wife, an individual(s), and n/a, as trustee under trust agreement dated n/a and known as trust no. n/a \* (the foregoing being referred to as the "Borrower(s)", except that if a trustee is a party to this Amendment as the context requires "Borrower(s)" shall refer to the individual(s) and/or the trustee, as applicable), and NORTHERN TRUST BANK/O'HARE N.A. (the "Bank").

WHEREAS, the Borrower has entered into the Northern Trust Bank/O'Hare N.A. Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated April 14, 1989, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$70,000.00 (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 April 14, 1989 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 1673 Castaway Ct., Hoffman Estates, Illinois 60010, which Mortgage was recorded on May 8, 1989 as Document No. 89-204627 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 \$70,000.00 to \$80,000.00, 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;

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\*Strike reference to land trustee if inapplicable

T#4444 TRAN 1077 11/01/89 12:50:00 #1641 \* E \* -89-518470 COOK COUNTY RECORDER

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Now, therefore, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Amendment to Mortgage. The second paragraph on the first page of the Mortgage (the "whereas" clause) is hereby amended by substituting "\$80,000.00" [new Maximum Credit Amount] for "\$70,000.00" [original Maximum Credit Amount]. As a matter of clarification, the Borrower understands that the Mortgage shall now and hereafter secure such higher "Maximum Credit Amount" as well as all other amounts secured by the Mortgage.

2. Amendment to Agreement. Paragraph 2, page 1 of the Agreement (entitled "Loans") is amended by substituting "\$80,000.00" [new Maximum Credit Amount] for "\$70,000.00" [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. Wherever used herein the singular shall include the plural and vice versa, unless the context requires otherwise. All covenants and agreements of the Borrower shall be joint and several. Captions and headings herein are for convenience only and are not to be used to interpret or define the provisions hereof. This Amendment shall be governed by the laws of Illinois.

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7. Fees and Charges. In addition to any "FINANCE CHARGE" (as defined in and determined pursuant to the Agreement) and any other amounts payable under the Agreement and the Mortgage, the Borrower shall pay the following fees and charges in connection with this Amendment, all of which are payable at or before the execution of this Amendment:

Appraisal Fee	\$ 0.00
Credit Report Fee	\$ 0.00
Title Insurance Premium	\$ 100.00
Recording Fees	\$ 14.25
Other (describe)	\$
Total Estimated Fees & Charges related to this Amendment	\$ 114.25

Unless the Borrower has paid all such fees and charges at or before the time of execution of this Amendment, the Borrower hereby authorizes and directs the Bank to make a "Loan" under the Agreement for the purpose of paying all such fees and charges.

8. Receipt of Copy. BY HIS(HER)(ITS)(THEIR) EXECUTION OF THIS AMENDMENT, THE BORROWER (INCLUDING, IF APPLICABLE, EACH AND EVERY PERSON OR ENTITY CONSTITUTING THE "BORROWER") ACKNOWLEDGES HAVING READ AND RECEIVED A COPY OF THIS AMENDMENT. IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

BORROWER

Attest:

Assistant Secretary

as trustee as aforesaid

By:

Its:

Russell A. Wu

Jade R. Wu

NORTHERN TRUST BANK/O'HARE N.A.

By:

Its: Vice President

Assistant Secretary

Attest:

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My Commission Expires: \_\_\_\_\_

Notary Public

(SEAL)

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, Assistant Secretary, (trustee), and \_\_\_\_\_, Assistant Secretary, (trustee), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and such Assistant Secretary and are personally known to me to be such 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 Vice President and such Assistant Secretary, and as the free and voluntary act of such corporation or entity, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
(ss)  
COUNTY OF \_\_\_\_\_

My Commission Expires: 5/22/90

Notary Public

(SEAL)

Given under my hand and notarial seal this 29th day of September, 1989.

I, Janine McDonald, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Russell A. Wu and Jade R. Wu have personally appeared before me and acknowledged that (s)he [they] executed and delivered the foregoing instrument as his(her)[their] free and voluntary act for the use and purposes therein set forth.

STATE OF ILLINOIS  
(ss)  
COUNTY OF De Witt

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STATE OF ILLINOIS

CLERK OF COURT

IN AND FOR THE COUNTY OF COOK

IN RE: [Illegible]

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STATE OF ILLINOIS)

COUNTY OF DUPAGE)<sup>SS</sup>

I, Janine McDonald a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert D. Yentes, \_\_\_\_\_ Vice President of NORTHERN TRUST BANK/O'HARE N.A., and \_\_\_\_\_, Assistant Secretary of NORTHERN TRUST BANK/O'HARE N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ Vice President and such Assistant Secretary and are personally known to me to be such \_\_\_\_\_ 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 \_\_\_\_\_ Vice President and such Assistant Secretary, as aforesaid, and as the free and voluntary act of NORTHERN TRUST BANK/O'HARE N.A. for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of September, 1989.

(SEAL)

Janine McDonald  
\_\_\_\_\_  
Notary Public

My Commission Expires: 5/22/90

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:  
NORTHERN TRUST BANK/O'HARE N.A.  
Attention: Dark Craig  
1501 Woodfield Road  
Schaumburg, Illinois 60173  
Telephone (312) 517-8800

LEGAL DESCRIPTION

Lot 53 in Block 1 in Highland Woods Unit Two, being a subdivision of part of the West 1/2 of the Southwest 1/4 of Section 18, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook county, Illinois.

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