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## MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 12th day of May, 1989 by and between John F. Schulze and Patricia A. Schulze, his wife ("Borrower"), and COLONIAL BANK AND TRUST COMPANY OF CHICAGO, a state banking corporation with offices at 5850 West Belmont Avenue, Chicago, Illinois 60634 ("Bank").

71-59-825NA

### WITNESSETH THAT:

Borrower has executed and delivered a Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated April 1, 1988 with a Maximum Credit Amount in the amount of \$ 15,000.00 from Bank to Borrower; and

Borrower has delivered to Bank a Mortgage (the "Mortgage") dated April 1, 1988 encumbering certain real property (the "Property") located in Cook County, Illinois, which Mortgage was recorded on May 23, 1988 in the office of the Recorder of Deeds, Cook County, Illinois as Document Number 88218021 for the purpose of securing the repayment of Borrower's obligation to Bank under the Agreement and such Mortgage. The Property is legally described as follows:

Lot 21 In S.S. Hayes Kelyvn Grove Addition To Chicago, A Subdivision Of The South West 1/4 Of Section 27, Township 40 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois

13<sup>00</sup>

and has the common address of 4546 West Schubert, Chicago, Illinois 60619 ("Property Address"); and has the permanent index number of 13-27-306-024,0000

Borrower has requested that Bank increase the Credit Limit on the Loan from \$ 15,000.00 to \$ 21,000.00 and Bank is willing to do so provided Borrower executes an Amendment to Agreement and such further documents as Bank may require and that the original Mortgage is modified in the manner hereinafter set forth and, subject to the terms, provisions and conditions hereinafter contained.

In consideration of the foregoing and of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The first page of the Mortgage is hereby amended by deleting Maximum Principal sum of \$ 15,000.00 and replacing it with a Maximum Principal Sum of \$ 21,000.00.

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2. Wherever in the Mortgage or any other instrument evidencing, securing and guaranteeing the Loan (herein together called "Loan Documents") reference is made to any other of the Loan Documents, such reference shall be deemed a reference to the Loan Documents as hereby modified and amended.

3. In all other respects except as modified herein, the Loan Documents remain unmodified and in full force and effect.

The parties have executed this Mortgage Modification Agreement on and as of the date first above written at Chicago Illinois.

BORROWER

x John F. Schulze  
NAME: John F. Schulze

x Patricia A. Schulze  
NAME: Patricia A. Schulze

COLONIAL BANK AND TRUST COMPANY OF CHICAGO

BY: Thomas W. [Signature]  
Its Assy. Vice President

ATTEST:

BY: Elizabeth J. [Signature]  
Title: Asst. Vice Pres

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COOK COUNTY ILLINOIS  
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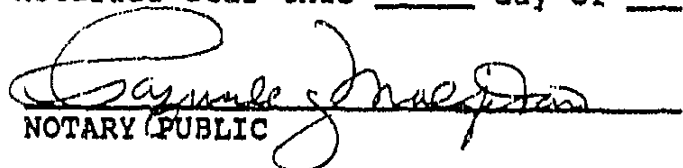
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

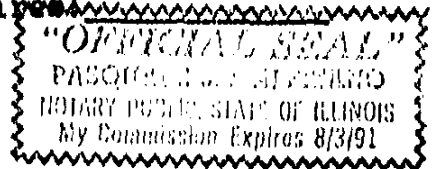
I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John F. Schulze and Patricia A. Schulze, his wife personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 12th day of May, 1989.

  
NOTARY PUBLIC

My commission expires \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



I, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ and \_\_\_\_\_ of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged and he/she did affix said corporate seal to said instrument as his/her own 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

BOX 353 - TH

This instrument was prepared by  
and should be returned to:  
Pasquale J. Malfitano, Asst. Vice President  
Colonial Bank  
5850 West Belmont Avenue  
Chicago, Ill. 60634

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Property of Cook County Clerk's Office

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