

72130

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

KEVIN J. BROWN AND KRISTI S. BROWN, HIS WIFE

(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 NOVEMBER 29, 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 \$ 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 november 29, 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 1721 N. FREMONT CHICAGO, ILLINOIS 60614, which Mortgage was recorded on JANUARY 5, 1990 as Document No. 90-009989 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 \$ 100,000.00, 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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MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO BORROWER AND DISCLOSURE STATEMENT

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

(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 Mortgage Trust Company Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated [blank] [blank] [blank] pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate principal balance of \$ [blank] [blank] [blank] ("Amount");

WHEREAS, the Borrower as mortgagor has executed and delivered to the Bank as mortgagee an Equity Credit Line Mortgage (the "Mortgage") dated [blank] [blank] [blank] to which the Borrower did mortgage, for the purpose of securing to the Bank the property located in [blank] [blank] [blank] State of Illinois, legally described as [blank] [blank] [blank] and incorporated herein by reference, with the address of [blank] [blank] [blank] of [blank] [blank] [blank] Illinois, which Mortgage was recorded on [blank] [blank] [blank] Document No. [blank] [blank] [blank] 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 the Maximum Credit Amount be increased from [blank] [blank] [blank] to \$ [blank] [blank] [blank] and the Bank is willing to do so; and the Borrower executes this Amendment and any further documents the Bank may require, and subject to the terms, conditions and conditions hereinafter contained;

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

Handwritten notes and signatures in the top right corner.

Large diagonal watermark: "Property of [blank] [blank] [blank]"

UNOFFICIAL COPY

1. Amendment to Mortgage. The second paragraph on the first page of the Mortgage (the first "Whereas" clause) is hereby amended by substituting "\$ 100,000.00" [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 "\$ 100,000.00" [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 11 day of Sept, 1990

BORROWER KEVIN J. BROWN

X

[Signature]

[Signature]

KRISTI S. BROWN

THE NORTHERN TRUST COMPANY

By:

[Signature]

Its:

QIP

Attest:

[Signature]

Assistant Secretary

16-1-85
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1. Amendment to Mortgage. The second paragraph of the first page of the Mortgage (the first "whereas" clause) is hereby amended by substituting "\$ 100,000.00" for "Original Maximum Credit Amount" for "\$ 50,000.00".

2. Amendment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$ 100,000.00" for "Maximum Credit Amount" for "\$ 50,000.00".

3. Effective Date. Subject to the other terms and conditions of the Agreement and the Mortgage, the new Mortgage Credit Amount shall be effective and available upon the expiration of the Borrower's right to rescind under Regulation Z, 12 CFR 226 (first in lending).

4. References. Whenever in the Mortgage, the Agreement or any other instrument evidencing, securing or guaranteeing the loans made pursuant to the Agreement, a reference is made to the Mortgage or the Agreement, such reference shall now and after the date hereof be deemed a reference to the Mortgage or the Agreement as hereby amended and hereby amended. The amended Maximum Credit Amount shall increase to include any other sums and obligations, listed therein to be included thereby.

5. No Implied Amendments. Except as expressly amended hereby, all of the terms and conditions of the Mortgage and the Agreement shall stand and remain in full force and effect.

6. Miscellaneous. This Amendment shall remain in full force and effect until the parties hereto and their heirs, assigns, representatives, executors, administrators and assigns.

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

Borrower

The Northern Trust Company

BY

Assistant Secretary

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STATE OF ILLINOIS)
) ss
COUNTY OF C O O K)

I, KAREN L. DALEY, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KEVIN J. BROWN and KRISTI S. BROWN 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.

"OFFICIAL SEAL"
KAREN L. DALEY
Notary Public, State of Illinois
My Commission Expires April 26, 1994

Given under my hand and notarial seal this 11th day of September, 1990.

Karen L. Daley
Notary Public

My Commission Expires: April 26, 1994

STATE OF ILLINOIS)
) ss
COUNTY OF C O O K)

I, KAREN L. DALEY, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Patricia C. Firrell, 3rd Vice President of THE NORTHERN TRUST COMPANY, and Thomas P. Michael, 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 3rd Vice President and such Assistant Secretary and are personally known to me to be such 2nd 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 2nd 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.

"OFFICIAL SEAL"
KAREN L. DALEY
Notary Public, State of Illinois
My Commission Expires April 26, 1994

Given under my hand and notarial seal this 11th day of September, 1990.

Karen L. Daley
Notary Public

My Commission Expires: April 26, 1994

THIS INSTRUMENT WAS PREPARED BY:
STEBBINS NELSON, ESQ.
50 S. LASALLE STREET
CHICAGO, IL 60675
(312) 444-3969



MAIL TO: THE NORTHERN TRUST COMPANY
Attn: BARBARA L. KRAUSS B-A
50 S. LaSalle Street
Chicago, IL 60675

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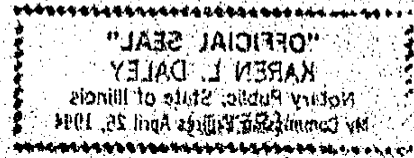
UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

KAREN L DALEY

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that TIMOTHY J. BROWN and AND appeared before me and acknowledged that (they) executed and delivered the foregoing instrument as their (joint) free and voluntary act for the use and purpose therein set forth.

Given under my hand and notarial seal this 11th day of September, 1994.
Notary Public

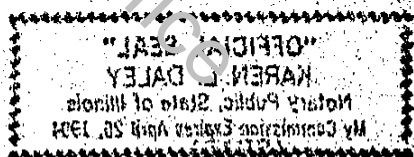


My Commission Expires: April 28, 1994
STATE OF ILLINOIS
COUNTY OF COOK

KAREN L DALEY

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that NORTHERN TRUST COMPANY and SECRETARY OF THE NORTHERN TRUST COMPANY known to me to be the same persons whose names are set forth in the foregoing instrument as such and such Assistant Secretary and Vice President and who appeared before me this day in person and acknowledged that they respectively signed and attested the said instrument as their free and voluntary act and as the free and voluntary act of the said TRUST COMPANY for the use and purpose therein set forth.

Given under my hand and notarial seal this 11th day of September, 1994.
Notary Public



My Commission Expires: April 28, 1994

10367-35

THE HONORABLE CLERK OF THE COURT
COURT HOUSE
CHICAGO, ILLINOIS 60601



THIS INSTRUMENT WAS RECORDED BY
RECORDING DIVISION, 1994
60 S. LA SALLE STREET
CHICAGO, ILLINOIS 60605
(312) 444-2000

UNOFFICIAL COPY

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DEPT-01 RECORDING \$15.25
T#2222 TRAN 6686 09/25/90 13:00:00
#0365 # B * -90-466493
COOK COUNTY RECORDER

PARCEL 1:
LOT 113 IN THE SUBDIVISION OF BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:
AN EASEMENT FOR INGRESS AND EGRESS OVER WALKWAY WHICH STRADDLES THE BOUNDARY LINE BETWEEN LOTS 113 AND 114 IN SAID SUBDIVISION, RUNNING FROM THE WEST LINE OF SAID LOTS EASTERLY TO THE EAST SIDE OF SAID LOTS; AS CREATED BY RESERVATION OF EASEMENT IN DEED DATED SEPTEMBER 9, 1987 AND RECORDED SEPTEMBER 15, 1987 AS DOCUMENT 87511045 MADE BY PRAIRIE DEVELOPMENT, LTD., GRANTOR TO KEVIN J. BROWN AND KRISTI S. BROWN, HIS WIFE, GRANTEEES, IN COOK COUNTY, ILLINOIS;

PARCEL 3:
AN EASEMENT FOR INGRESS AND EGRESS OVER WALKWAY WHICH STRADDLES THE BOUNDARY LINE BETWEEN LOTS 112 AND 113 IN SAID SUBDIVISION, RUNNING FROM THE WEST LINE OF SAID LOTS EASTERLY TO THE EAST LINE OF SAID LOTS; AS CREATED BY RESERVATION OF EASEMENT IN DEED DATED SEP 9, 1987 AND RECORDED SEPTEMBER 15, 1987 AS DOCUMENT 8711045 MADE BY PRAIRIE DEVELOPMENT, LTD., GRANTOR TO KEVIN J. BROWN AND KRISTI S. BROWN, HIS WIFE, GRANTEEES, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 14-32-422-006

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PARCEL 1:
 LOT 11 IN THE SUBDIVISION OF BLOCK 8 IN SECTION 8 AND RANGE 14 NORTH, TOWNSHIP 36 NORTH, RANGE 14 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
 AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE WEST SIDE OF SAID LOTS 11 AND 12 IN SAID SUBDIVISION FROM THE WEST LINE OF SAID LOTS EASTWARD TO THE EAST LINE OF SAID LOTS 11 AND 12 AS CREATED BY RESERVATION OF EASEMENT IN DEED DATED 1927 AND RECORDED SEPTEMBER 15, 1927 AS DOCUMENT 1788 IN THE OFFICE OF THE CLERK OF SAID COUNTY, ILLINOIS, GRANTOR TO KEVIN J. BROWN AND GRANTOR'S WIFE, GENEVIEVE, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
 AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE WEST SIDE OF SAID LOTS 11 AND 12 IN SAID SUBDIVISION FROM THE WEST LINE OF SAID LOTS EASTWARD TO THE EAST LINE OF SAID LOTS 11 AND 12 AS CREATED BY RESERVATION OF EASEMENT IN DEED DATED 1927 AND RECORDED SEPTEMBER 15, 1927 AS DOCUMENT 1788 IN THE OFFICE OF THE CLERK OF SAID COUNTY, ILLINOIS, GRANTOR TO KEVIN J. BROWN AND GRANTOR'S WIFE, GENEVIEVE, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-30-123-003

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