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THE NORTHERN TRUST COMPANY
CO-OP CREDIT LINE AGREEMENT AND
DISCLOSURE STATEMENT
AMENDED AND RESTATED

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104559/611102
The undersigned (the "Borrower") by executing this Amendment and Restatement Co-op Credit Line Agreement dated 4/16/90, 19 (the "Agreement") requests that The Northern Trust Company (the "Bank") create a line of credit for the Borrower under which the Borrower may receive loans up to the maximum credit amount as specified in this Agreement until the Bank demands payment of the loans and may repay and reborrow any principal amounts up to the maximum credit amount at any time until that date. The loans will be secured and will accrue finance charges as provided in this Agreement.

1. Establishing the Co-Op Credit Line. Upon the Bank's approval of the Borrower's application and the Bank's receipt and approval of this Agreement, the Security Agreement and related UCC-1 financing statements, a Lease Mortgage, and all other necessary documentation (as determined by the Bank), signed by the Borrower and recorded or registered with the county recorder of deeds or registrar of titles (as appropriate), the Bank shall establish a line of credit (the "Co-op Credit Line") for the Borrower (provided that, at the Bank's sole discretion, the Bank may establish the Co-op Credit Line before recording or registering any or all documents.

2. Loans. After the Bank has established the Co-op Credit Line and the three business day period that the Borrower is given under Federal law to cancel the increase in the Co-op Credit Line has expired, a notice of which right will be delivered to the Borrower along with a completed copy of this Agreement, until the Bank demands payment under the promissory note (the "Note") of even date herewith (the "Demand Date") the Bank will make loans (the "Loan(s)") to the Borrower under the Co-Op Credit Line up to the maximum credit amount (for all Loans outstanding at any one time) of \$236,000. (the "Maximum Credit Amount"). The Bank may reduce the Maximum Credit Amount at any time by notice to the Borrower. The Borrower will not request any Loan that would, when aggregated with all other outstanding Loans, exceed the Maximum Credit Amount. If at any time outstanding Loans exceed the Maximum Credit Amount, the Borrower immediately shall repay the excess, without demand by the Bank. Each Loan shall be in a minimum amount of \$500. The Borrower shall request any Loan by writing a check (signed by any one Borrower if there is more than one Borrower) on the Co-op Credit Line. The Bank will provide checks for the Co-op Credit Line. ALL LOANS, TOGETHER WITH ALL ACCRUED UNPAID INTEREST, ARE PAYABLE IN FULL BY THE BORROWER UPON THE BANK'S DEMAND. Until the Bank makes such demand, the

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Borrower has the right to prepay the outstanding credit in full or in part at any time without penalty. Concurrently with the execution of this Agreement, the Borrower shall execute the Note in blank and deliver the Note to the Bank, which shall be payable upon demand. The Borrower hereby authorizes the Bank at any time to complete the Note in the amount of all of the Borrower's outstanding obligations under this Agreement. This authorization is a power coupled with an interest and is irrevocable. Upon the Bank's request, the Borrower shall execute and deliver to the Bank additional promissory notes to evidence indebtedness hereunder, which shall thereupon be treated the same as the "Note" executed in connection herewith.

3. Finance Charges. The Borrower shall pay the Bank a FINANCE CHARGE on the unpaid principal balance of Loans in accordance with the terms of this Agreement. The FINANCE CHARGE is payable monthly and is due by the fifth day of the calendar month after the statement date. The FINANCE CHARGE is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may vary from month to month; it is set at the end of the month immediately preceding each monthly billing period and remains constant during that monthly billing period. The daily periodic rate is 1/365th of the ANNUAL PERCENTAGE RATE applicable to that monthly billing period (which percentage is calculated to five decimal places).

The ANNUAL PERCENTAGE RATE will equal the lesser of the maximum permitted by law or the following rates:

(i) If the Co-op Credit Line is applied for on or before June 30, 1987, the Prime Rate for all Loans outstanding at any time through the billing period ending January 15, 1988;

(ii) If the Co-op Credit Line is applied for on or after July 1, 1987, for all Loans (regardless of the date borrowed), and, regardless of the date the Co-op Credit Line is applied for, during or after the billing period beginning January 16, 1988, one of the following rates:

(A) If the Borrower maintains a checking account, NOW account, or money market deposit account with the Bank (each, a "Qualifying Service") during the entire billing period, 1/2 of 1% in excess of the Prime Rate;

(B) 2% in excess of the Prime Rate if the Borrower does not maintain a Qualifying Service during the entire billing period.

The "Prime Rate" shall be the highest domestic Prime Rate as reported in the Money Rates section of the Midwest Edition of

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The Wall Street Journal, on the last business day of the month immediately preceding the beginning of each billing period. In the event that The Wall Street Journal stops reporting the Prime Rate, or if the Prime Rate is not available on the relevant day, then the Bank will select a comparable index as a substitute for the Prime Rate and will notify the Borrower of the change. The ANNUAL PERCENTAGE RATE will increase for any monthly billing period if there is any increase in the Prime Rate, and also will increase on January 16, 1988, and that may increase the monthly FINANCE CHARGE payment. The ANNUAL PERCENTAGE RATE will decrease for any monthly billing period if the Prime Rate decreases and that may reduce the monthly FINANCE CHARGE payment.

For the monthly billing period that began on March 15, 1990, the daily periodic rates and the corresponding ANNUAL PERCENTAGE RATES were the following:

	<u>Daily Periodic Rate</u>	<u>ANNUAL PERCENTAGE RATE</u>
For all Loans bearing interest at the Prime Rate:	<u>.02740</u> % per day	<u>10.0</u> %

Assuming the same Prime Rate to be in effect for Loans outstanding at any time during or after the billing period beginning January 16, 1988, the rates would be as set forth below:

For a Borrower maintaining a Qualifying Service during the entire billing period:	<u>.0287</u> % per day	<u>10.5</u> %
For a Borrower not maintaining a Qualifying Service during the entire billing period:	<u>.0328</u> % per day	<u>12.0</u> %

The ending daily loan balances shall be computed by taking the principal balance of Loans at the beginning of each day, adding any Loans posted to the Co-op Credit Line that day, and subtracting any principal payments posted to the Co-op Credit Line as of that day. The FINANCE CHARGE begins to accrue on the date that a Loan is posted to the Co-op Credit Line.

4. Security for the Co-op Credit Line. All Loans and all of the Borrower's obligations under this Agreement shall be secured by a pledge pursuant to a Security Agreement of all of the Borrower's stock or beneficial interest in the cooperative corporation or trust owning the Borrower's residence, the address of which appears at the end of this

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Agreement (the "Property"), and an assignment pursuant to a Lease Mortgage of the Borrower's proprietary lease for the Property (the Security Agreement and the Lease Mortgage are hereinafter referred to as the "Security Documents"). The Security Documents, among other provisions, require the Borrower to keep the Property insured against damage by an insurance company selected by the Borrower and reasonably satisfactory to the Bank and to have the Bank named as additional insured and loss payee.

5. Fees. In addition to the FINANCE CHARGES, the Borrower shall pay the following fees and charges:

a) Fee to Establish the Co-op Credit Line. The Borrower will pay the Bank a closing fee of one percent (1%) of the Maximum Credit Amount, but not less than \$1000, payable at the time the Bank establishes the Co-op Credit Line.

b) Annual Fee. Beginning on the date the Bank establishes a Co-op Credit Line for the Borrower, the Borrower will pay an annual fee of \$20 for each year that the Co-op Credit Line is available for the Borrower's use.

c) Other Fees and Charges. In addition to the other fees and charges in this Agreement, to the extent permitted by law, the Borrower shall pay fees and charges for services related to the Co-op Credit Line that the Bank may establish from time to time. These fees include check printing charges and stop-payment orders. All such charges are listed in a schedule accompanying this Agreement, and the Bank shall send the Borrower written notice of any changes in these charges.

The Borrower hereby authorizes and directs the Bank, unless the Borrower has paid all such fees at the time the Bank establishes the Co-op Credit Line for the Borrower, to make a Loan at any time from time to time for the purpose of paying all such fees and charges.

6. Monthly Statement. The Bank will send the Borrower a statement for each monthly billing period, which will show all Loans and other transactions in the Co-op Credit Line during the period and the amount of FINANCE CHARGE payable on the stated due date. Such statement shall be presumed correct unless the Borrower notifies the Bank in writing of any error within 60 days after the closing date of the billing period. The monthly billing period shall end on the fifteenth day of each calendar month, unless that day falls on a Saturday, Sunday or bank holiday. In such an event, the monthly billing period shall end on the last business day immediately preceding the fifteenth.

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7. Principal Payments; Application of Payments. The Borrower will pay the Bank the entire outstanding principal balance of the Loans, the FINANCE CHARGE, and any other amounts due under this Agreement or the Security Documents on the earliest to occur of (a) the Bank's demand for payment whether or not an Event Constituting a Demand shall have occurred and be continuing under this Agreement or the Security Documents; or (b) termination of this Agreement as provided in Section 9 of this Agreement. Payment received by the Bank shall be applied first, to the FINANCE CHARGE accrued on the Co-op Credit Line, second, to any fees and charges not included in the Loan balance, and third, to the principal balance of the Loans.

8. Event Constituting a Demand. The Bank may demand payment under the Note at any time. In addition to and not in lieu of the Bank's right to demand payment, the Co-op Credit Line shall terminate and the Bank shall be deemed to have made demand upon the occurrence of any of the following (each of which shall be an "Event Constituting a Demand" under this Agreement):

(a) The Borrower shall fail to make any payment when and as due under this Agreement or the Security Documents; or the Borrower shall fail to comply with any of the other terms of this Agreement or the Security Documents; or any "Event of Default" shall occur under any of the Security Documents; or

(b) Any application, representation, or statement of the Borrower is materially false or misleading when made; or

(c) The Borrower shall die or become incompetent; or

(d) The Property shall be destroyed or shall materially decline in value, in the Bank's reasonable opinion; or

(e) All or any part of the Property, the Borrower's stock or beneficial interest in the cooperative corporation or trust, the Borrower's proprietary lease with respect to the Property, or any interest therein, is assigned, transferred, subleased, or sold without the Bank's prior written consent; or

(f) Enactment or expiration of any applicable law which enactment or expiration renders any provision of this Agreement or the Security Documents unenforceable according to its terms; or

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(g) Any default shall occur in respect of any prior mortgage or security agreements affecting the Property (whether by the Borrower, the cooperative corporation or trust, or otherwise); or

(h) Any proceeding shall be commenced by or against the Borrower under any state or federal law for bankruptcy or the relief of debtors; or

(i) In the Bank's good faith belief, the prospect of payment or performance is impaired.

Upon the occurrence of an Event Constituting a Demand, the Bank, at its option, may refuse to make additional Loans, and all amounts owed under this Agreement shall be immediately due and payable; provided that upon the occurrence of an Event Constituting a Demand set forth in (h), above, all amounts outstanding, including all Loans and accrued FINANCE CHARGE, shall be immediately due and payable and the Co-op Credit Line immediately shall terminate, all without any notice or action by the Bank. The Borrower shall pay all attorneys' fees (including in original, appellate, or bankruptcy proceedings) and court costs if the Bank brings any action to collect any amounts due under this Agreement or to enforce this Agreement or the Security Documents (including without limitation to foreclose the Security Documents).

9. Termination. This Agreement shall terminate automatically on the earlier of the Bank's demand for payment or the occurrence of an Event Constituting a Demand as set forth in Section 8 of this Agreement. If the Bank demands payment at any time that no Event Constituting a Demand has occurred and is continuing, the Bank shall notify the Borrower at least ninety (90) days before the date the Bank requires the payment. In addition to the automatic termination, the Borrower may terminate this Agreement at any time by notifying the Bank (which notice is actually received by the Bank) and by paying in full all outstanding Loans, accrued FINANCE CHARGE, and other amounts due under this Agreement or the Security Documents.

Upon termination of this Agreement, all outstanding Loans, accrued FINANCE CHARGE, and other amounts due under this Agreement or the Security Documents shall be immediately due and payable, and the Bank shall have no obligation to make additional Loans. Notwithstanding termination of this Agreement, the Borrower shall continue to be bound by the terms of this Agreement and the Security Documents until payment in full of all Loans, accrued FINANCE CHARGE, and other amounts due under this Agreement and under the Security Documents. FINANCE CHARGES shall continue to accrue on all Loans until paid in full.

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The Bank may demand payment at any time and is under no obligation to extend the payment date (and if the Bank previously has extended the payment date, the Bank shall have no obligation again to extend the payment date) or to refinance the Loan on the termination of this Agreement, and the entire outstanding of Loans will be due at such termination, which may require that the Borrower make a large payment out of other assets.

10. Financial Statements. From time to time at the request of the Bank, the Borrower shall provide personal financial statements in such form and detail as the Bank may reasonably request.

11. Miscellaneous.

(a) Amendments. The Bank may amend this Agreement at any time by sending the Borrower written notice of the changes at least 30 days before the effective date of such changes (provided that no notice shall be required for the Bank to make demand, to reduce the Maximum Credit Amount, or to make any change beneficial to the Borrower). The Borrower shall be deemed to agree to such change unless the Borrower terminates this Agreement before the effective date of such change.

(b) Joint and Several. If more than one Borrower has signed this Agreement, the term "Borrower" shall refer to such persons individually and collectively, and all such persons shall be jointly and severally liable (primarily, and not as an accommodation party or a surety) for all obligations under this Agreement, and an Event Constituting a Demand in respect of any one Borrower shall be an Event Constituting a Demand by all. The Bank may rely on instructions from any person signing this Agreement with respect to any matters relating to this Agreement, the Security Documents, or the Co-op Credit Line, including without limitation the making of any Loan.

(c) Notices. All notices to the Borrower by the Bank shall be sufficient if mailed to the Borrower (or any one of the Borrowers, if there is more than one) at the address appearing beneath the Borrower's signature to this Agreement or otherwise appearing in the Bank's records. All notices to the Bank from the Borrower shall be mailed to The Northern Trust Company, 50 South La Salle Street, Chicago, Illinois 60675 (Attention: Co-op Credit Line, B-9).

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YOUR BILLING RIGHTS -KEEP THIS NOTICE FOR FUTURE USE-

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case Of Errors Or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights And Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

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EXHIBIT A TO CO-OP CREDIT LINE AGREEMENT
AND DISCLOSURE STATEMENT AMENDED AND RESTATED BETWEEN
SARA A CLARKE AND JAMES C CLARKE AND
THE NORTHERN TRUST COMPANY

Apartment Mortgaged: Apartment 4-5

Legal Description:

LOTS TEN (10), ELEVEN (11) AND TWELVE (12) (EXCEPT THE SOUTH FIFTEEN AND EIGHTY ONE HUNDREDTHS (15.80) FEET OF SAID LOT TWELVE (12)) IN BLOCK NINE (9) IN H.O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, IN THE NORTH FRACTIONAL HALF OF SECTION THREE (3), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

90487691

Street Address:

1209 N. ASTOR STREET
Chicago, Illinois 60610

Permanent Real Estate Index Number: 17-03-113-003-0C00

DEPT-01 RECORDING \$22.00
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41276 * -90-482691
COOK COUNTY RECORDER

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Patricia Fiorell, Vice President
c/o The Northern Trust Company
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Chicago, Ill. 60675
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