### UNOFFICIAL COPY OF SUBSE

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

	fication Agreement and Amendment to atement ("this Amendment"), is made ween
Thomas R. Mulroy, Jr. and	Elaine M. Mulroy, husband and wife
(hereinafter, whether one	or more, the "Borrower") and THE
NORTHERN TRUST COMPANY, an	Illinois banking corporation (the
"Bank").	
WHEREAS. the Borro	wer has entered into The Northern

WHEREAS, the Borrower has entered into The Northern Trust Company Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated <u>June 21</u>, 1990, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$100,000.00 (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 <u>June 21</u>, 1990 pursuant to which the Borrower did mortgage, grant, warrant, and convey to the Bank the property located in the County of <u>Cook</u>, State of Illinois, legally described in <u>Exhibit A</u> attached hereto and incorporated herein by reference, which has a street address

of 148 Tudor Place, Kenilworth, IL. 60043
which Mortgage was recorded on June 27, 1990 as
Document No. 90306267 by the office of the

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 \$100,000.00 to \$200,000.00 , 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:

COOK COUNTY, ILLINOIS

Recorder of Deeds of such county;

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Property or Cook County Clerk's Office

- 1. Amendment to Mortgage. The second paragraph on the first page of the Mortgage (the first "Whereas" clause) is hereby amended by substituting "\$ 200,000.00 "[new Maximum Credit Amount] for "\$100,000.00 "[original Maximum Credit Amount].
- 2. Amendment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$200,000.00" [new Maximum Credit Amount] for "\$100,000.00" [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).
- 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 bereof 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. <u>Miscellaneous</u>. This Amendment shall extend to and be binding upon the parties hereto and trair heirs, personal representatives, executors, successors and assigns.

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

Signed and dated this 33 day of OCT 19 20

BORROWER / Thomas R. Mulroy

Elaine M. Mulroy

THE HORTHERN TRUST COMPANY

Attest:

THE

Its:

By:

Real Estate Loan Office

Assistant Secretary

Property of County Clerk's Office

STATE OF ILLINOIS) ) ss COUNTY OF C O O K) Maria A Lyrch , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas R. Mulroy and Elaine M. Mulroy 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 23rd day of & stober "OFFICIAL SEAL" MARIAN P. LYNCH Notary (Albih, Latate of Illinois Notary Public 39 Commission Expires Aug. 1, 1959 My Commission Expires: STATE OF ILLINOIS ) s : COUNTY OF C O O K) I, KARENL MEY a Notary Public in and for said County, in the State afor said, do hereby certify that Sarah Ellerzal NORTHERN TRUST COMPANY, and Walter C. Stephen, Assistant Secretary of THE NORTHERN TRUST COMPANY, who are personally known to me to be the same persons mose names are subscribed to the foregoing instrument as such Real Estate Loan Officer and such Assistant Secretary and are personally known to me to Real Estate Loan Officer 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 Real Estate Loan Officer 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. <del>~~~~~~~~~~~~~~~~~~~~~~~~~</del> "OFFICIAL SEAL" Given under my hand and notarial sea this KAREN L. DALEY 23th day of November, 1990 Notary Public, State of Illinols My Commission Expires April 26, 1994 My Commission Expires:

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

THE NORTHERN TRUST COMPANY (Attn: RARBARA L. KRAUSS B. 50 S. LaSalle Street Chicago, IL 60675

Property of Cook County Clerk's Of



#### EXHIBIT A - LEGAL DESCRIPTION

#### PARCEL 1:

LOT 69 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE EASTERLY ON SOUTHERLY LINE OF SAID LOT 161 FEET; THENCE NORTHWESTERLY 138.50 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT WHICH IS 162 FEET NORTHEASTERLY OF SOUTHWESTERLY CORNER OF SAID LOT; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID LOT 162 FEET TO THE PLACE OF OF BEGINNING IN MC GUIRE AND ORR ADDITION TO KENILWORTH BEACH IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 68 IN MC GUIRE AND ORR'S ADDITION TO KENILWORTH BEACH, A SUBDIVISION OF THAT OF THE NORTH WEST FRANCTIONAL 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, GANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF KENELPORTH, EXCEPT THAT PART OF SAID LOT 68 LYING NORTH AND EAST OF THE LINE STARTING FROM A POINT ON THE NORTH WEST BOUNDARY LINE OF SAID LOT, 82 FEET SOUTH WEST OF THE NORTH CORNER OF SAID LOT AND RUNNING IN SOUTHEASTERLY STRECTION AND PARALLEL TO THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID LOT ALL IN COOK COUNTY, ILLINOIS.

05-27-113-042-0000 and 05-27-113-044-00/0

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Property address: 148 Tudor Place

Kenilworth

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