72130

MORTGAGE MODIFICATION AGREEMENT AND AMERICARY TO ACCREMENT AND DISCLOSURE STATEMENT

United by the Contraction of the property of t
This Mortgage Modification Agreement and Amendment to
Agreement and Disclosure Statement ("this Amendment"), is made
and entered into by and between
MARTIN J. TOYCE, JR. AND MARY JO JOYCE, HUSBAND AND WIFE
(horainafter whether one or more the "Borrower") and THE
(hereinafter, whether one or more, the "Borrower") and THE NORTHERN TRUST COMPANY, an Illinois banking cococration the "Bank")
WHEREAS, the Borrower has entered into The Northern
Trust Company Equity Credit Line Agreement and Disclosure
Statement the "Agreement") dated DECEMBER 11 , 1946,
pursuant to which the Borrower may from time to time borrow
from the Bank amounts not to exceed the aggregate outstanding
principal balance of \$ 30,000.00 (the "Maximum Credit
Amount");
$O_{\mathcal{E}}$
WHEREAS, the Porrower as Mortgagor has executed and
delivered to the Bank as Mortgagee an Equity Credit Line
Mortgage (the "Mortgage") dated <u>DECEMBER 1) , 1986</u> pursuant to which the Borrower did mortgage, grant, warrant, and convey
to which the Borrower did mortgage, grant, warrant, and convey
to the Bank the property located in the County of door ,
State of Illinois, legally described in Exhibit A attached
hereto and incorporated herein by reference, which has a street
address
of accessored Dunton Avenue Art Ington Res, II. 60004
which Mortgage was recorded on DECEMBER to 1900 as
Document No. 80001300 by the office of the
Recorder of Deeds of such county;
WHEREAS, the Bank is the current helder of the
Agreement and the Mortgage, and the Borrower has requested that
the Maximum Credit Amount be increased from \$30,000,00
to \$107 600.80 . and the Bank is willing so to do organised 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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- the first page of the Mortgage (the first "Whereas" clause) is hereby amended by substituting "\$ 107,000.00 "[new Maximum Credit Amount] for "\$ 30,000.00 "[original Maximum Credit Amount].
- 2. Amondment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$107,000.00" " [new Maximum Credit Amount] for "\$30,000.00" " [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 2 12 CFR 226 (Truth in Lending).
- 4. References. Wherever in the Mortgage, the Agreement or any other instrument evidencing, securing or guaranteeing the loads 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 shoul 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 24th day of December, 19 90

BORROWER

MARCIAN F. JOYCE, JR	* Pelisher fuge for
MARY TO FOYCE	x 10 y in layer
	THE NORTHERN TRUST COMPANY
Attest:	By: 12151
Assystant Sucretary	Its: Old

UNOFFICIAL COPY.

STATE (ILLINOIS)

COUNTY OF C O O K)	
said County, in the State ato that MARTIN J. 10YOE, JR. an appeared before me and acknow and delivered the foregoing i	resaid, do hereby certify d MARY JO JOYCE personally ledged that (s)he (they) executed instrument as his (her) (their) their e use and purposes therein set
"OFFICIAL STAL" Given unde	r my hand and notarial seal this E Clift Old . 1990 And with Maley Notary Public
My Commission Explres:	ic 26 1994
STATE OF ILLINOIS)	/ /
COUNTY OF C O O K)	
said County, in the State aforthat PATRICIA D. FIOREM. NORTHERN TRUST COMPANY, and Secretary of THE NORTHERN TRU known to me to be the same pertored to the foregoing instrument and such Assistant Secretary be such Vice President Secretary, appeared before meacknowledged that they respectates the said instrument such DECEST Vice President	JAMES J. HUNGER , Assistant ST COMPANY, who are personally rooms whose names are subscribed a such the personally known to me to sident and such Assistant this day in person and tively signed and delivered and as their free and voluntary act as ent and such Assistant Secretary, and voluntary act of THE NORTHERN d purposes therein set feath.
	r my hand and notarial seal this g
(SEAL)	Notary Rublic
My Commission Expires:	FALS ALSON
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: HARHARA L. KRAUSS B- 50 S. LaSullu Street Chicago, IL 60675

THAT PART OF THE MORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENSING AT A POINT 348 FEET NORTH AND 660 FEET (40 RODS) EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; RUNNING THENCE NORTH 100 FEET; THENCE WEST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4. 280.5 FEET (17 RODS); THERCE SOUTH 100 FEET; THENCE EAST 280.5 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY ILLINOIS.

PERMANENT INDEX NUMBER: