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AMERICAN NATIONAL BANK OF ELGIN /

92621917

**MORTGAGE MODIFICATION AGREEMENT  
AND AMENDMENT TO AGREEMENT AND DISCLOSURE  
FOR HOME EQUITY CREDIT LINE**

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure for Home Equity Credit Line ("this Amendment"), is made and entered into by and between JOHN RICCARDI hereinafter, whether one or more, the "Borrower") and AMERICAN NATIONAL BANK OF ELGIN, a national banking corporation (the "Bank")

WHEREAS, the Borrower has entered into the AMERICAN NATIONAL BANK OF ELGIN Agreement and Disclosure for Home Equity Credit Line ("the Agreement") dated April 1, 1992, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$10,000 ("Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee a Home Equity Credit Line Mortgage ("the Mortgage") dated April 1, 1992 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 as follows:

LOT 476 IN PARKWOOD UNIT NO. 1 A, BEING A SUBDIVISION OF PART OF THE  
NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDINGS 128 00  
109799 TRAM 0007 00/01/92 11-11-00  
#7050 # \* -92 -42 19 17  
COOK COUNTY RECORDER

PERMANENT TAX NO. 06-18-218-003-0000

which has a street address of 1087 SEBRING DRIVE, ELGIN, ILLINOIS 60120, which Mortgage was recorded on April 22, 1992 as Document Number 92269568 by the office of the Recorder of Deeds of such county;

WHEREAS, the Bank is the current holder of the Home Equity Credit Line Mortgage executed pursuant to the Agreement and secured by the Mortgage, and the Borrower has requested that the Credit Line be increased from \$10,000.00 to \$20,000.00, and the Bank has agreed to the increase 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 for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

1. Amendment to Mortgage: Definition 1.(b) Credit Limit on the first page of the Mortgage is hereby amended by substituting "The New Credit Limit, as specified in the Amendment to the Agreement is \$20,000.00", for "The Credit Limit, as specified in the Agreement is \$10,000.00."
2. Amendment to Agreement: Page 1, Section 3. Credit Limit of the Agreement is hereby amended by substituting "The New Credit Limit on the Credit Line is \$20,000.00. The outstanding Loan balance under this Amendment to Agreement shall not at any time exceed the New Credit Limit," for "the limit on the Credit Line is \$10,000.00. The outstanding Loan balance under this Agreement shall not at any time exceed the Credit Limit."
3. Effective Date: Subject to the other terms and conditions of the Agreement and the Mortgage, the new Credit Limit 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).

\$25.00E

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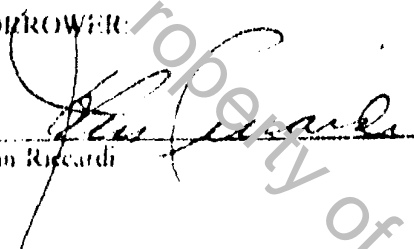
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4. References: Wherever in the Mortgage, the Agreement or any other instrument governing, securing or guaranteeing the loans made pursuant to the Agreement reference is made to the Mortgage or the Agreement, such reference shall from and after the 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 Credit Limit, with interest thereon, plus any other sums and obligation 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment this 30th day of July, 1992.

BORROWER:


  
John Riccardo

AMERICAN NATIONAL BANK OF ELGIN

BY:

  
Philip F. Curle Vice President

ATTEST:

  
John P. Jenkins Personal Banking Officer

This instrument prepared by and return after recording

John P. Jenkins  
American National Bank of Elgin  
24 E. Chicago Street  
Elgin, IL 60120

8066103

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State of Illinois )

SS

County of KANE )

I, undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN RICCARDI, personally appeared before me this day in person and acknowledged that they executed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of July, 1992.

Elise M. Knuth  
Notary Public



My Commission Expires: April 9, 1994

Property of Cook County Clerk's Office

State of Illinois )

SS

County of KANE )

9/20/1997

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PHILIP E. CURLE, VICE PRESIDENT OF AMERICAN NATIONAL BANK OF ELGIN, and JOHN P. JENKINS, PERSONAL BANKING OFFICER of AMERICAN NATIONAL BANK OF ELGIN, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and PERSONAL BANKING OFFICER, respectively, appeared before me this day in person and acknowledged that they signed and delivered and attested the said instrument as their own free and voluntary act as such VICE PRESIDENT AND PERSONAL BANKING OFFICER, in aforesaid, and as their free and voluntary act of said AMERICAN NATIONAL BANK OF ELGIN, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of July, 1992.

Elise M. Knuth  
Notary Public



My Commission Expires: April 9, 1994

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