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No. 1000117

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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

David H. Kistenbroker and Valerie H. Kistenbroker, 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 October 24, 1991, 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 October 24, 1991 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 1935 Smith Road, Northbrook, Illinois 60062, which Mortgage was recorded on February 19, 1992 as Document No. 92-102736 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 \$72,000.00, 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:

. DEPT-01 RECORDING \$27.50
. 145555 TRAS 4862 12/23/92 15:44:00
. #8089 # * -72-970703
. COOK COUNTY RECORDER

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27.50

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1. Amendment to Mortgage. The second paragraph on the first page of the Mortgage (the first "whereas" clause) is hereby amended by substituting "\$72,000.00" [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 "\$72,000.00" [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 4th day of November, 1992

BORROWER
David H. Kistenbroker

x David H. Kistenbroker

x Valerie Kistenbroker

Valerie H. Kistenbroker, his wife
THE NORTHERN TRUST COMPANY

Attest:

Seamus [Signature]
Assistant Secretary

By: Shawn S. [Signature]

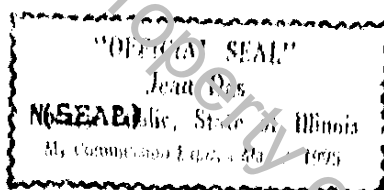
Its: 2nd Vice President

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, JEAN DAS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David H. Kistenbroker and Valerie H. Kistenbroker 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.



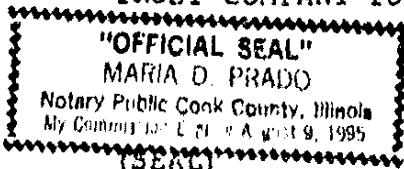
Given under my hand and notarial seal this 11th day of November, 1992.

Jean Das
Notary Public

My Commission Expires: May 2, 1995

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Maria D. Prado a Notary Public in and for said County, in the State aforesaid, do hereby certify that KAREN L. DALEY, SECOND Vice President of THE NORTHERN TRUST COMPANY, and THOMAS P. NICHOL, 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 SECOND Vice President and such Assistant Secretary and are personally known to me to be such SECOND 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 SECOND 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.



Given under my hand and notarial seal this 10th day of December, 1992.

Maria D. Prado
Notary Public

My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY:

Rose A. Ellis, 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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Exhibit A

LEGAL DESCRIPTION

LOT 125 IN HEATHERCREST UNIT TWO, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 19, 1965, AS DOCUMENT NUMBER 2200010, IN COOK COUNTY, ILLINOIS.

Permanent Index Number 04-17-209-015

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