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MORTGAGE MODIFICATION AGREEMENT 92087432 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 Gregg H. Byers and Katherine Likey Byers, also known as Katherine L. Byers, husband and 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 January 5 pursuant to which the Borrower may from time to time borrow from the Fank 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 ___, 19⁹⁰ 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 919 Porest Avenue Wilmette, IL 69091 Document No. 90032466 by the office of the Recorder of Deeds of such county;

WEEREAS, 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 \$ 50,000.00 100,000.00 , 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 T43333 TRAN 9102 02/11/92 15:05:00 #5557 # #-92-087432 COST COUNTY RECORDER

Property of County Clerk's Office

LOT 5 AND THE EAST 44 PEET OF LOT 6 IN BLOCK 11 IN L.L. GREENLEAF'S RESUBDIVISION OF BLOCKS 29, 30, 31, 32, 33 AND 34 IN THE VILLAGE OF WILMETTE IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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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 "S 100,000.00 "[new Maximum Credit Amount] for "S 50,000.00 "[original Maximum Credit Amount].
- 2. Amendment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$ 100,000.00 " [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 225 (Truth in Lending).
- 4. <u>References</u>. 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 Morcgage 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 Credi' 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 their neirs, 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 14th day of January 19 92

x Matherine Likey Byers A/K/2 Katherine

Katherine Likey Byers, A/K/A Katherine L. Byers

THE NORTHERN TRUST COMPANY

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Its: and Vice Presedent

Attest:

Assistant Secretary

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STATE OF ILLINOIS)
COUNTY OF C O O K)
I, Meashields, a Notary Public in and for
that Gregg H. Byers and Katherine Likey Byers, 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 OFFICIAL SEAL* Meg Shied Typus Shield Meg Shield
minision Expires WEY. Notary Public
My Commission Expires: 41492
STATE OF ILLINOIS)
COUNTY OF C G O K)
I, Maria Plado 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
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 sec forth.
Given under my hand and notarial seal this
"OFFICIAL SEAL" 5th day of February , 19 92.
MARIA D. PRADO My PUBSEPUSA County, Minols Maria D. Prado
Notary Public
My Commission Expires:
THIS INSTRUMENT WAS FREPARED BY:

AFTER RECORDING RETURN TO:

The Northern Trust Company 50 S. LaSalle St. Chicago, IL 60675

THE NORTHERN TRUST COMPANY 50 South LaSalle Street Chicago, Illinois 60675 Telephone (312) 444-3969

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