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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

PHILIP A. DELANEY, JR. AND JULIE SHERIDAN DELANEY, HIS WIFE

(hereinafter, whether one or more, the "Borrower") and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank").

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WHEREAS, the Borrower has entered into The Northern Trust Company Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated JUNE 9, 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 \$ 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 JUNE 9, 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 in Exhibit A attached hereto and incorporated herein by reference, which has a street address of 1433 ELIZABETH LANE GLENVIEW, ILLINOIS 60025, which Mortgage was recorded on JULY 17, 1992 as Document No. 92524944 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 \$ 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:

COOK COUNTY, ILLINOIS FILED FOR RECORD

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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 "\$100,000.00" [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 "\$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 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 13TH day of MAY 1993

BORROWER

PHILIP A. DELANEY, JR.

X

JULIE SHERIDAN DELANEY

X

THE NORTHERN TRUST COMPANY

By:

Its:

Attest:

Barbara A. Krauss
Assistant Secretary

Walter Stephen

2nd V.P.

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STATE OF ILLINOIS)

) ss

COUNTY OF C O O K)

I, JO MARIE LONES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PHILIP A. DELANEY, JR. and JULIE SHERIDAN DELANEY 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 22nd day of JUNE, 1993.

Jo Marie Lones
Notary Public

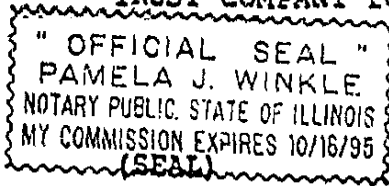
My Commission Expires: 1-25-97

STATE OF ILLINOIS)

) ss

COUNTY OF C O O K)

I, Pamela J Winkle a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter Stephen, 2nd Vice President of THE NORTHERN TRUST COMPANY, and Barbara Krauss, 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 2nd Vice President and such Assistant Secretary and are personally known to me to be such 2nd 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 2nd 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 6 day of July, 1993.

Pamela J. Winkle
Notary Public

My Commission Expires: 10/16/95

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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LOT 67 IN BONNIE GLEN ESTATES UNIT NO. 2, A RESUBDIVISION OF LOTS 5 AND 6 AND PART OF LOT 7 IN THE SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 04-35-212-003

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