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Northern Trust Bank/DuPage

MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT

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#8307 # -93-701564
COOK COUNTY RECORDER

OC 298439 4 of 4

This Mortgage Modification Agreement and Amendment to Agreement ("this Amendment"), is made and entered into by and among CHICAGO TITLE AND TRUST COMPANY (the "Trustee"), not personally but as trustee under Trust Agreement dated April 3, 1978 and known as Trust Number 10-71927 (the "Trust"), C.E. STEUART DEWAR and JANE T. RASMUSSEN DEWAR (hereinafter, whether one or more, the "Borrower"), and Northern Trust Bank/DuPage, an Illinois banking corporation (the "Bank").

WHEREAS, the Borrower and/or the Trustee has entered into the Northern Trust Bank/DuPage Equity Credit Line Agreement (the "Agreement") dated May 21, 1990, pursuant to which the Borrower and/or the Trustee may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$70,000.00 (the "Maximum Credit Amount");

WHEREAS, the Trustee as Mortgagor has executed and delivered to the Bank as Mortgagee an Equity Credit Line Mortgage (the "Mortgage") dated May 21, 1990 pursuant to which the Trustee 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 11622 W. 87th Street, Burr Ridge, Illinois 60521, which Mortgage was recorded on June 15, 1990 as Document No. 90,283,998 by the Office of Recorder of Deeds of such county;

WHEREAS, the Bank is the current holder of the Agreement and the Mortgage, the Borrower has requested that the Maximum Credit Amount be increased from \$70,000.00 to \$200,000.00, the Bank is willing to do so provided the Borrower and the Trustee execute 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:

1. Amendments to Mortgage. The second paragraph on the first page of the Mortgage (the first "Whereas" clause) is hereby amended by substituting "\$200,000.00" (new Maximum Credit Amount) for "\$70,000.00" (original Maximum Credit Amount).

2. Amendments to Agreement. Paragraph 1, page 1 of the Agreement is amended by substituting "\$200,000.00" (new Maximum Credit Amount) for "\$70,000.00" (original Maximum Credit Amount.) The Agreement is also amended by substituting the following for the first sentence in Section 6 (entitled "Security for the Equity Credit Line"):

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BOX 15 3/100

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ENCLOSURE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

Northern Trust Bank/DuPage

"All Loans and all of the Borrower's obligations under this Agreement shall be secured by real estate, fixtures and rents pursuant to the mortgage (the "Mortgage") on the Borrower's residence (whether owned by the Borrower or held in trust), the address of which appears at the end of this Agreement (the "Property").

The Agreement is also amended by adding the Borrower as additional party(ies) thereto, by without releasing the Trustee in any way from its obligations under the Agreement; the Borrower hereby makes the same agreements with and in favor of the Bank as Trustee did as the original "Borrower" executing the Agreement, except that the Borrower shall not have the benefits of any rider or other provision limiting the Trustee's liability or exposure.

3. Beneficiary's Agreement; Homestead Waiver. The Borrower hereby:

- (a) represents and warrants that the Trustee has and had full power and authority to execute this Amendment, the Agreement and the Mortgage.
- (b) agrees to cause the Trustee to comply with all of the terms of the Mortgage and the Agreement and to take any action necessary to cause such compliance.
- (c) waives any right of homestead that the Borrower may now or hereafter have in the property covered by the Mortgage.

4. 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).

5. References; Failure to Comply is Default.

- (a) Wherever in the Mortgage or 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 hereby be deemed reference to the Mortgage or the Agreement as hereby modified and amended in connection herewith. 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.
- (b) Failure by the Trustee or the Borrower to comply with this Amendment or with the Mortgage, the Agreement as amended hereby or in connection herewith is and shall be deemed an "Event of Default" under the Mortgage, and the Agreement.

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COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term beginning on the 1st day of January, 1900, and ending on the 31st day of December, 1901.

ALDEN, JOHN W. - Precinct No. 1

ALLEN, JOHN W. - Precinct No. 2

ALLEN, JOHN W. - Precinct No. 3

ALLEN, JOHN W. - Precinct No. 4

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Northern Trust Bank/DuPage

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that C.E. STEUART DEWAR and JANE T. RASMUSSEN DEWAR personally appeared before me and acknowledged that they executed and delivered the foregoing instrument as their free and voluntary act for the use and purposes therein set forth.

Given under my hand and notarial seal this 24th day of August, 1993.

Lori L. Fahle

My commission expires: 10/30/93



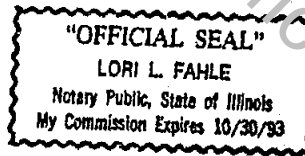
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph J. Martin, Vice President of Northern Trust Bank/DuPage, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, as aforesaid, and as the free and voluntary act of Northern Trust Bank/DuPage for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of August, 1993.

Lori L. Fahle

My commission expires: 10/30/93



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Approved: _____

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The undersigned, _____, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

CLERK OF COOK COUNTY
COUNTY OF COOK, ILLINOIS
Special to Clerk of Cook County
Cook County, Illinois

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The undersigned, _____, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

CLERK OF COOK COUNTY
COUNTY OF COOK, ILLINOIS
Special to Clerk of Cook County
Cook County, Illinois

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Official Court Record

Case No. 123456789
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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 31, 881 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 600 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SECTION 31, A DISTANCE OF 221 FEET; THENCE NORTH AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 221 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SECTION 31 A DISTANCE OF 660 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 31; THENCE SOUTH ALONG THE LAST DESCRIBED LINE A DISTANCE OF 280 FEET; THENCE WEST ALONG A LINE 565 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 31, A DISTANCE OF 597.33 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY 330.28 FEET ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 209.6 FEET; THENCE SOUTH ALONG A LINE 808 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, A DISTANCE OF 354.33 FEET TO THE SOUTH LINE OF SECTION 31; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 31 TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

93701564

Commonly known as: 11622 W. 87th Street, Burr Ridge, Illinois 60521

Permanent Index Number 18-31-303-009

Prepared by and mail to:
Lori L. Fahle
Northern Trust Bank/DuPage
400 E. Diehl Road
Naperville, Illinois 60563

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CLERK'S OFFICE

CHICAGO, ILLINOIS

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For further information
contact the Cook County
Clerk's Office at
400 N. Dearborn Street
Chicago, Illinois 60610