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### Northern Trust Bank/DuPage

MORTGAGE MODIFICATION AGREEMENTDENTO RECORDING

\$31.00

AMENDMENT TO AGREEMENT

T40000 TRAN 3583 09/02/93 14:42:00 48307 € #-93-701564 COUK COUNTY RECORDER

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") darra 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 ac 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 ins 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 Ban'. 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 & (entitled "Security for the Equity Credit Line"):

Northern Trust Bank/DuPage is a wholly owned subsidiary of Northern Trust Corporation, Chicago

Member FDIC.

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"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(les) 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 bene its of any rider or other provision limiting the Trustee's liability or exposure.

- 3. Beneficiary's Agreement; Homestead Walver. 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 roustee to comply with all of the terms of the Mortgage and the Agreement and to take any action necessary to cause such compliance.
  - (c) walves any right of homester that the Borrower may now or hereafter have in the property covered by the Mortgage.
- 4. Effective Date. Subject to the offer 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; Fallure 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) Fallure 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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6. No implied Amendments; Miscellaneous. 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. The Trust's exculpation rider as paragraph is incorporated herein by reference. This Amendment shall extend to and be binding upon the parties hereto and their heirs, personal representatives, executors, successors and assigns. If two or more persons comprise the Borrower herein their obligations hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

> Signed and dated this 24th day of August, Opens Ox

NORTHERN TRUST BANK/DU PAGE

resident

CHICAGO TITLE AND TRUST COMPANY, not personally but as trustee aforesaid

Attest

Its:

ASST. SECRETARY

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## Northern Trust Bank/DuPage

STATE OF ILLINOIS )  SS
COUNTY OF Durage
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.
of august 1993.  Sou & Fahle
My commission expires: 10/30/93  "OFFICIAL SEAL"  LORI L. FAHLE  Notary Public, State of Illinois  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.
of <u>august</u> , 1993.  How & Gable
My commission expires: 10 30 93 "OFFICIAL SEAL" LORI L. FAHLE

Notary Public, State of Illinois My Commission Expires 10/30/93

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STATE OF ILLINOIS ) SS	
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the State aforesaid, do hereby certify that	ASST. SECRETARY  a personally known to me to be it to the foregoing instrument, acknowledged that they sted the said instrument as and as the free and DMPANY, for the uses and
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My commission expires:	V
0/	"OFFICIAL SEAL" Alda Di Mayo Notary Public, State of Illinois My Commission Expires 5/10/94

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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 SOUTHEAS' 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 PEET; 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 SOUTHWESTEPLY 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.

Commonly known as: 11622 W. 87th Street, Eurr Ridge, !!!inols 60521 Clark's Office

Permanent Index Number 18-31-303-009

Prepared by and mall to: Lorl L. Fahle Northern Trust Bank/DuPage 400 E. Diehi Road Naperville, Illinois 60563

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