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AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS

## MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT AND DISCLOSURE FOR HOME EQUITY CREDIT LINE

This Mortgage Modification Agreement and Amendment to Agreement and Disclosure for Home Equity Credit Line ("this Amendment"), is made and entered into by and between JOHN D. PORTER AND ANN D. PORTER, HIS WIFE, AS JOINT TENANTS (hereinafter, whether one or more, the "Borrower") and AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS, a national banking corporation (the "Bank").

WHEREAS, the Borrower has entered into the AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS Agreement and Disclosure for Home Equity Credit Line ("the Agreement") dated February 23, 1993, 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 "Credit Limit");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Bank as Mortgagee a Home Equity Credit Line Mortgage (the "Mortgage") dated February 23, 1993 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 as follows:

LOT 26 IN KING'S ADDITION TO WILMETTE, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1913 AS DOCUMENT NUMBER 5230487 IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$26.00  
TR0888 TRAM 9250 11/15/93 13:37:00  
H0695 # \*---53---224683  
COOK COUNTY RECORDER

TAX ID: 05-33-215-004

which has a street address of 1525 HIGHLAND AVENUE WILMETTE, IL 60091, which Mortgage was recorded on March 4, 1993 as Document Number 93163502 by the office of the Recorder of Deeds of such county;

WHEREAS, the Bank is the current holder of the Home Equity Credit Line Mortgage executed pursuant to the Agreement and secured by the Mortgage, and the Borrower has requested that the Credit Limit be increased from 50,000.00 to 65,000.00, and the Bank has agreed to the increase 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 for other good and valuable consideration, the receipt and sufficiency whereof are hereby mutually and reciprocally acknowledged, it is hereby agreed and covenanted as follows:

1. Amendment to Mortgage. Definition 1.(b) Credit Limit on the first page of the Mortgage is hereby amended by substituting "The New Credit Limit, as specified in the Amendment to the Agreement is \$65,000.00", for "The Credit Limit, as specified in the Agreement is \$50,000.00."

2. Amendment to Agreement. Page 1, Section 3, Credit Limit of the Agreement is hereby amended by substituting "the New Credit Limit on the Credit Line is \$65,000.00. The outstanding Loan balance under this Amendment to Agreement shall not at any time exceed the New Credit Limit," for "the limit on the Credit Line is \$50,000.00. The outstanding Loan balance under this Agreement shall not at any time exceed the Credit Limit."

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D. J. F.D.

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3. Effective Date. Subject to the other terms and conditions of the Agreement and the Mortgage, the new credit limit 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 Credit Limit, with interest thereon, plus any other sums and obligation 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.


IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment this 6th day of August, 1993.

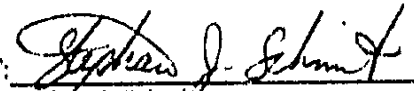
BORROWER:

  
\_\_\_\_\_  
JOHN D. PORTER

  
\_\_\_\_\_  
ANN D. PORTER

AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS

BY:   
\_\_\_\_\_  
Paul A. Blake  
ITS: President

ATTEST:   
\_\_\_\_\_  
Stephan J. Schmit

This instrument prepared by and  
return after recording to:

American National Bank of Arlington Heights  
One North Dunton Avenue  
Arlington Heights, Illinois 60005

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STATE OF ILLINOIS )  
COUNTY OF COOK )

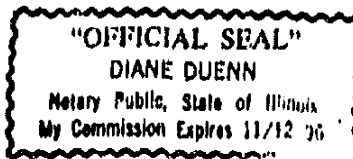
I, the undersigned, a Notary Public in and for said County, State of Illinois, do hereby certify that JOHN D. PORTER AND ANN D. PORTER, HIS WIFE, AS JOINT TENANTS, personally appeared before me this day in person and acknowledged that they executed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of Aug, 1993.

Diane Duenn  
Notary Public

(SEAL)

My Commission Expires: 11-12-96



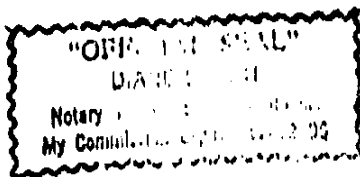
STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that PAUL A. BLAKE, PRESIDENT of AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS, and STEPHAN J. SCHIMPT, VICE PRESIDENT of AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and VICE PRESIDENT, 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 PRESIDENT and VICE PRESIDENT, as aforesaid, and as the free and voluntary act of AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of Aug, 1993.

Diane Duenn  
Notary Public

My Commission expires: 11-12-96



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HAB/MOD/PYS Rev. 05/91