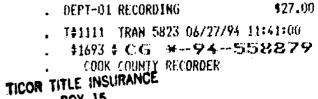
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MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT AND DISCLOSURE STATEMENT

| This Mortgage Modification Agreement and immendiate  |
|--|
| Agreement and Disclosure Statement ("this Amendment"), is made   |
| and entered into by and between  |
| STEPHEN E. UTHLEIN AND ALESSANDRA BRANCA UTHLEIN, 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  |
| (the "Agreement") dated APRIL 15 . 1992.   |
| Statement (the "Agreement") dated APRIL 15 , 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 \$ 500,000.00 (the "Maximum Credit  |
| Amount");  |
| AMIOUTE ///  |
| WHEREAS, the Borrower as Mortgagor has executed and  |
|  |
| delivered to the Bank as Mortgagee an Equity Credit Line Mortgage (the "Mortgage") dated APRIL 15 , 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 1240 N. STATE PARKWAY CHICAGO, ILLINOIS 60610   |
| which Mortgage was recorded on APRIL 27 , 1992 as  |
| Dogwood No. oggover  |
| Document No. 92280424 by the office of the Recorder of Deeds of such county;   |
| 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 \$500,000.00       |
|  |
| to \$ 575,000.00 , and the Bank is willing to 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  |



**BOX 15** 

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- Amendment to Mortgage. The second paragraph on the first page of the Mortgage (the first "Whereas" clause) is hereby amended by substituting "\$ 575,000.00 Credit Amount! for "\$ 500,000.00 "[original "(new Maximum "[original Maximum Credit Amount).
- Amendment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$ 575,000.00 Maximum Credit Amount] for "\$500,000.00 [original Maximum Credit Amount).
- 3. Effective Date. Subject to the other terms and conditions of the Agreement and the Mortgage, the new Maximum Cradit Amount shall be effective and available upon the expiration of the Borrower's right to rescind under federal Regulation 2, 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 Agraement as hereby modified and amended. From and after the data hersof the Mortgage shall secure loans up to the amended Maximum Credit Amount, with interest thereon, plus any other sums and oblightions 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 \_28TH day of APRIL

1994

BORROWE

STEPHEN E. UIRLEIN

Attest:

ALESSANDRA BRANCA UTHLETN

THE Trust Company

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# UNOFFICIAL COPY , ,

STATE OF ILLINOIS) COUNTY OF C O O K)

PANTONE, a Notary Public in and for MARICE said County, in the State aforesaid, do hereby certify that STEPHEN E. UIHLEIN and Alessandra Branca Ullkein 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 SUNE day of an. Com (SEAL) Notary "OFFICIAL BEAL" My Commission Expires: MARIE PANTONE Notary Public, State of Illinois My Commission Expires Feb. 22, 1998 STATE OF ILLINOIS) ) £ S

COUNTY OF C O O K)

I, MARIE PANTORE a Notary Public in and for said County, in the State aforesaid, do hereby certify that BARBARA L. KRAUSS SECOND Vice President of THE JAMES J. BARZANO NORTHERN TRUST COMPANY, and 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 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 rerson 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 set forth.

> Given under my hand and notarial sent this 14TH day of 1994.

(SEAL)

Mul Extrace Notary

My Commission Expires:

MARIE PANTONE Notary Public, State of Illinois My Commission Expires Feb. 22, 1998

"OFFICIAL SEAL"

THIS INSTRUMENT WAS PREPARED BY:

CHRISTINE M. PRISTO, ESQ. 50 S. LASALLE STREET CHICAGO, IL 50675 (312) 444-3969

MAIL TO: THE NORTHERN TRUST COMPANY Attn: HOME LOAN CENTER B-A 50 S. LaSalle Street Chicago, IL 60675

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LOT 4 IN THE RESUBCIVISION OF LOTS 2 TO 10 IN WEBER AND FISCHER'S SUBDIVISION OF LOT 3 AND THE NORTH 1/2 OF LOT 2 IN BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL The County Clerk's Office MERIDIAN, IN COOK COUNTY, ILLINOIS.

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