

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 *RICHARD M. ENNIS AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1993 AND KNOWN AS THE RICHARD M. ENNIS TRUST (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 Statement (the "Agreement") dated AUGUST 31, 1988, pursuant to which the Borrower may from time to time borrow from the Bank amounts not to exceed the aggregate outstanding principal balance of \$100,000.00 (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 AUGUST 31, 1988 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 2403 MARCY AVENUE EVANSTON, ILLINOIS 60201, which Mortgage was recorded on OCTOBER 17, 1988 as Document No. 88476441 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 \$100,000.00 to \$200,000.00, and the Bank is willing 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:

AS TO AN UNDIVIDED ONE-HALF INTEREST AND SALLY H. ENNIS AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1993 AND KNOWN AS THE SALLY H. ENNIS TRUST AS TO AN UNDIVIDED ONE-HALF INTEREST

**RENEWED, AMENDED AND RESTATED AUGUST 2, 1993 AND RECORDED ON AUGUST 30, 1993 AS DOCUMENT NUMBER 93686663

021215 MO

94851789

JICOR TITLE INSURANCE BOX 15.

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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 "\$ 200,000.00" [new Maximum Credit Amount] for "\$ 100,000.00" [original Maximum Credit Amount].

2. Amendment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$200,000.00" [new Maximum Credit Amount] for "\$100,000.00" [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 8th day of AUGUST, 1994

BORROWER

RICHARD M. ENNIS - TRUSTEE

X

SALLY H. ENNIS - TRUSTEE

X

THE NORTHERN TRUST COMPANY

Attest:

Walter Chapman
Assistant Secretary

By:

Its:

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LEGAL DESCRIPTION

LOTS 23 AND 24 (EXCEPT THE NORTH 2 FEET OF LOT 24) IN BLOCK 10 IN ARTHUR T. MCINTOSH'S CENTRALWOOD ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 10-11-306-027

. DEPT-01 RECORDING \$27.00
. T#0014 TRAN 2935 10/03/94 11:02:00
. \$8775 ÷ AR *-94-851789
. COOK COUNTY RECORDER

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