94851789

72130

321218 K

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 *RIGHARD M. ENNIS AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1993 AND KNOWN AS THE RIGHARD 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 Sank 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 __GOOK _____, State of Illinois, logally described in Exhibit A attached hereto and incorporated merein by reference, which has a street address of __2403 MARCY AVENUE __EVANSTON__ILLINOIS 60201 _______,

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 to do provided the Borrower executes this Amendment and any further documents as the Bank may require, and subject to the terms, or ovisions 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

TICOR TITLE INSURANCE

94851789

27 m

UNOFFICIAL COPY

W. P. Chill

Property or Coot County Clert's Office

Section of the sectio

UNOFFICIAL COPY

- 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 in 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 (erms 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 here's have duly executed this Amendment as of the day and year first above written.

written.
Signed and dated this 87% day of AUGUST . 199

BORROWER

RICHARD M. ENNIS - TRUSTEE

SALLY H. ENNIS - TRUSTEE

x CVIII

THE HORTHERN TRUST COMPANY

Attest:

Assistant Secre

By:

X

Its:

n

Property or Coot County Clert's Office

JNOFFICIAL CC

STATE OF ILLINOIS))ss COUNTY OF C O O K) I, Barbarah Procorione, a Notary Public in and for

said County, in the State aforesaid, do hereby certify that RICHARD M. ENNIS personally and SALLY H. ENNIS 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.

" OFFICIAL SEAL " } BARBARA A. PROCARIONE } NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSIONS NIET 1/28/95

Given under my hand and notarial seal this 12nd day of Notary Public

My Commission Expires:

STATE OF ILLINOIS!

) 85

COUNTY OF C O O K)

a Notary Public in and for said County, in the State groresaid, do hereby certify NORTHERN TRUST COMPANY, and VALTER C. STEPHEN Vice President of THE Secretary of THE NORTHERN TRUST COMPANY, who are personally known to me to be the same person; whose names are subscribed to the foregoing instrument as such SECOND Vice President and such Assistant Secretary and are personally known to me to Vice President be such SECOND Vice President and such Assistant Secretary, 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 Vice President and such Assistant Secretary, SECOND 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 stal "OFFICIAL SEAL" day of scoten be n 1994 JUARIA SHELTON Notary Public, State of Illinois Apparation Expires Jan. 19, 1997

Notary

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

CHRISTINE M. PRISTO, ESQ. 50 S. LASALLE STREET CHICAGO, IL 60675 (312) 444-3969

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

UNOFFICIAL COP

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 STOTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS 10-11-306-027

\$27.00

Cook Colling Clarks Office T+0014 TRAN 2935 10/03/94 11:02:00

\$8775 + AR *-94-851789