76 174 PM

()

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

JOY M. FEINBERG AND GREGORY K. BROWN, HER HUSBAND

(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 OCTOBER 26 , 1992, pursuant to which the Borrower may from time to time borrow from the Tank amounts not to exceed the aggregate outstanding principal balance of \$50,000.00 (the "Maximum Credit Amount");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Brak as Mortgagee an Equity Credit Line Mortgage (the "Mortgage") dated <u>OCTOBER 26</u>, 1992 pursuant to which the Borrower did mortgage, grant, warrant, and convey to the Bank the property located in the County of CBOK.

State of Illinois, legally described in Exhibit A attached hereto and incorporated herein by reference, which has a street address

of 3100 N. SHERIDAN ROAD #14D CHICAGO, 1LLINOIS 60657
which Mortgage was recorded on beginner 2, 1992 as
Document No. 92905190 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 \$50,000.00 to \$95,000.00 , and the Bank is willing so 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:

CONTRACT BEACHD (MASS)

AND THE CONTRACT OF CONTRACT O



4035555

2/h

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 "\$ 95,000.00 "[new Maximum Credit Amount] for "\$ 50,000.00 "[original Maximum Credit Amount].
- 2. Amendment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$ 95,000.00 " [new Maximum Credit Amount] for "\$ 50.000.00 " [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 2. 12 CFR 226 (Truth in Lending).
- As recerences. Wherever in the Mortgage, the Agreement or any other instrument evidencing, securing or quaranteeing the loans made pursuant to the Agreement reference shall is made to the Mortgage or the Agreement, such reference to the from and after the date hereof be deemed a reference to the Mortgage or the Agreement as hereby modified and amended. From Mortgage or the Agreement as hereby modified and amended. From and after the date hereof the Mortgage shall secure loans up to and after the date hereof the Mortgage shall secure loans up to the amended Maximum Credit Amount, with interest thereon, plus the amended Maximum Credit Amount, with interest thereon, plus the amended 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 ansigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written. Signed and dated this 30th day of December, 19 93

BORROWER

JOY M. FEINBERG

GREGORY K. BROWN

Secretary

THE NORTHERN TRUST COMPANY

Attest:

Its:

By:

UNOFFICIAL COPY

STATE OF ILLINOIS)) SE COUNTY OF C O O K)

I. Dolvier Riley , a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOY M. FEINBERG and GREGORY K. BROWN 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

> Given under my hand and notarial seal this 30th day of Necember

(SEAL)

Notaty Public, State of Illinois

My Commission Expires:

STATE OF ILLINOIS)

98 (COUNTY OF C O O K)

I, Pamela J. Walle a Notary Public in and for said County, in the State acoresaid, do hereby certify NORTHERN TRUST COMPANY, and Portice Krauss ___Vice President of THE Secretary of THE NORTHERN TRUST COMPANY, who are personally _, Assistant known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President _ Vice President and such Assistant Secretary and are personally known to me to And 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, as aforesaid, and as the free and voluntary act of The NORTHERN TRUST COMPANY for the uses and purposes therein set forth.

PROBLEM OF LOCALLE HOTARY PUBLIC, STATE OF BELLINGIS S MY COMMISSION EXPIRES 10/16/95

Given under my hand and notarial seal this 10 day of Inually 944

Notary Public

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

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

MAIL MAL TO:

THE NORTHERN TRUST COMPANY Attn: HOME LOAN CENTER B-A 50 S. LaSalle Street

Chicago, IL 60675

UNOFFICIAL COPY

UNIT 14-D TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE BARRY CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21785692, IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-28-105-572-1051

/

.