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MORTGAGE MODIFICATION AGREEMENT AND AMENDMENT TO AGREEMENT AND DISCLOSURE STATEMENT

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This Mortgage Modification Agreement and Amendment to Agreement and Disclosure Statement ("this Amendment"), is made and entered into by and between ______

SINCLAIR KOSSOFF AND HELEN KOSSOFF, HIS 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 Statement (the "Agreement") dated MARCH 25, 1992, pursuant to which the Borrower may from time to time borrow from the Pank amounts not to exceed the aggregate outstanding principal balance of \$ 135,000.00 (the "Maximum Credit Amount");

WHEREAS, the Borrower as Mortgagor has executed and delivered to the Pank as Mortgagee an Equity Credit Line Mortgage (the "Mortgage") dated MARCH 25, 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 2901 W. BIRCHWOOD CHICAGO, LLINOIS 60645
which Mortgage was recorded on April 10 , 1992 as
Document No. 92245004 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 \$135,000.00 to \$168,000.00 , 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:

COOK GOUNTY, ILLINOIS
FILED FOR RECORD

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- l. Amendment to Mortgage. The second paragraph on the first page of the Mortgage (the first "Whereas" clause) is hereby amended by substituting "\$ 168,000.00 "[new Maximum Credit Amount] for "\$ 135,000.00 "[original Maximum Credit Amount].
- 2. Amendment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$ 168,000.00 " [new Maximum Credit Amount] for "\$ 135,000.00 " [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).
- 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 ansigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

SINCLAIR KOSSOFF

HELEN KOSSOFF

THE NORTHERN TRUST COMPANY

Attest:

By: TANK TOWNS

Bollyra & Kraus Assistant Secretary

Its:

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3 STATE OF ILLINOIS) COUNTY OF C O O K) I. Pamela J. Winte , a Notary Public in and for said County, in the State aforesaid, do hereby certify that SINCLAIR KGSSOFF and HELEN KOSSOFF personally appeared before me and acknowledged that (s)he (they) executed personally and delivered the foregoing instrument as his(her)[their] their free and voluntary act for the use and purposes therein set forti. PAMELA J. VHINLE STATE OF ILLINOTS Given under my hand and notarial seal this 24 day of <u>Tanyary</u>, 1994. MY COMMISSION EXPIRES 10/ 6/95 } My Commission Expires: 10/10/45 STATE OF ILLINOIS))ss COUNTY OF C O O K) I, Parnels J. Winee a Notary Public in and for said County, in the State aforesaid, do hereby certify ____Vice President of THE NORTHERN TRUST COMPANY, and Barbara L. Krauss ___, Assistant Secretary of THE NORTHERN TRUST COMPINY, who are personally known to me to be the same persons whose names are subscribed __ Vice President and such Assistant Secretary and are personally known to me to vice President and such Assistant be such _ and 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 such 2nd 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 forthe

" OFFICIAL I LAL " !
PAMELA J. WINKLE ! HOTARY PUBLIC, STATE OF ILLES! MY COMMENTE XPIRES 10/16/95 }

Given under my hand and notarial seal this Briefs f. World

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 TO: THE NORTHERN TRUST COMPANY

Attn: HOME LOAN CENTER B-A 50 S. LaSalle Street

Chicago, IL 60675

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LOTS 1 AND 2 IN BLOCK 2 IN OLIVER SALINGER AND COMPANY'S BIRCHWOOD AVENUE ADDITION TO ROCERS PARK, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 25, TOWNSHIP 41 TO TH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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