72130

MICOR TITLE INSURANCE BOX 15 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 Dwight M. Cleveland and Gabriela F. Cleveland, 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 Statement (the "Agreement") dated July 22 , 1993, pursuant to which the Borrower may from time to time borrow from the Dank amounts not to exceed the aggregate outstanding principal relance of \$ 380,000.00 (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 July 22 , 19 93 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 440 W. Webster, Chicago, IL 50014

which Mortgage was recorded on Angust 11 , 1993 as

Document No. 93632647 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 Borrows has requested that the Maximum Credit Amount be increased from \$380,000.00 to \$1,050,000.00, 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, previsions 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:

Modification Agreement recorded January 4, 1995, as document #95002949.

TICOR TITLE INSURANCE

DEPT-01 RECORDING \$27.00
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\$1332 \$ AFR #-95-217845
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

- Amendment to Mortgage. The second raragraph on the first page of the Mortgage (the first "Whereas" clause) is hereby amended by substituting "\$ 1,050,000.00 "[new Maximum Credit Amount] for "\$ 380,000.00 "[original Maximum Credit Amount).
- Amendment to Agreement. Paragraph 2, page 1 of the Agreement amended by substituting "\$1,050,000.00 Maximum Credit Amount] for "\$ 380,000.00 " [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).
- 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 17th day of March

BORROWER Dwight M. /eland

Its:

Assistant Secletary

Attest:

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UNOFFICIAL COPY

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

said County, in the State aforesaid, do hereby certify that Dwight M. Cleveland and Gabriela F. Cleveland 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.

"OFFICIAL AZAL"
Gusan A Zamon
Gusan Public Ball 2/96
My Commission Ball 2/96

Given under my hand and notarial seal thi	S
19th day of Macch, 1995	
Susan a. Onchoa	
Notary Public	

My Commission Expires: 4/2/9/6

STATE OF ILLINCIS)

) 55

COUNTY OF C O O K)

__ a Notary Public in and for I. MARIE PANTONE said County, in the State aforesaid, do hereby certify that BARBARA L. KRAUSS Second Vice President of TO NORTHERN TRUST COMPANY, and WALTER C. STEPHEN , Assistant ____Vice President of THE 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 and such Assistant Secretary and are personally known to me to Vice President and such Assistant be such _ Second Secretary, appeared before me this day 😘 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 seal this 28th day of March, 1995.

(SEAL)

Mari Cantone Notary Public

My Commission Expires:

"OFFICIAL SEAL"

MARIE PANTONE
ptary Public, State of Illinois

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

THIS INSTRUMENT WAS PREPARED BY:
THE NORTHERN TRUST COMPANY
HOME LOAN CENTER
50 S. LASALLE STREET
CHICAGO, ILLINOIS 60675

MAIL TO: THE NORTHERN TRUST COMPANY
Attn: Home Loan Center
Post Closing B-A
50 S. LaSalle Street
Chicago, 1L 60675

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EXCILIBIT A

Legal Description:

LOT 4 IN HALE'S SUBDIVISION OF LOTS 20, 21, 22, 23 AND 24 IN HUSTED'S SUBDIVISION OF THE SOUTH PART OF BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE D.

No. 14-5.

Cook County Clark's Office THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-33-114-011

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