

**UNOFFICIAL COPY**

THIS AGREEMENT, made and entered into as of the 7/24/2000, by and between Mustansar L. Chaudhry and Shahida K. Chaudhry, His Wife

day of August 2000

**00733624**

6150/0035-09-001 Page 1 of 4 ("Mortgagor")

whose address is 1309 St. Claire Pl., Schaumburg, IL 60173 2000-09-20 13:02:10  
and Jefferson Heritage Bank ("Bank") whose address is PO Box 17, Ballwin Missouri, 63021-0017 County Recorder 51.50



WITNESSETH THAT:

WHEREAS, the Mortgagor has previously executed and delivered to the Bank Mortgagor's note dated July 24, 1992 in the principal amount of \$265,000.00 (the "note") and Mortgagor acknowledges mortgagor's liability to pay according to its terms, and

WHEREAS, the Bank is presently the holder of the note, and

WHEREAS, the Note is secured by a Deed of Trust (the "Deed of Trust") recorded on July 28, 1992 in Book 92550839 at page 1 of the records of the Recorder of Deed for Cook County, Illinois

WHEREAS, the Deed of Trust encumbers certain property in Cook County, Illinois, (the "Property"), to-wit: See Exhibit "A"

and mortgagor is the present owner of the Property in fee simple and acknowledges Mortgagor's obligations to maintain, perform and comply with the terms and conditions of the Deed of Trust, and

WHEREAS, reference is hereby made to the Deed of Trust for a more complete description of the Property and the terms and conditions of the Deed of Trust and to the Note for a more complete statement of the payment of principal and interest of the Note, and all of the terms and conditions of the Deed of Trust and Note are hereby incorporated by reference as if more fully set out at length herein (except to the extent modified hereby), and.

WHEREAS, Mortgagor and the Bank mutually desire to modify some of the terms and conditions of the Deed of Trust and the Note,

NOW, THEREFORE, the Bank and Mortgagor, in consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Amendment Number One: the rate of interest effective as of the date of this Agreement is 8.000% per annum.

2. Amendment Number Two: The adjustable interest rate to be paid may change on the First day of August 1, 2003 and on that day every twelve months thereafter. Each date on which the adjustable interest rate could change is by called "change Date" and the change Date of the original Note is changed herein accordingly.

3. Amendment Number Three: The Limits on Interest Rate Change: Interest rate on the Note will never be increased or decreased on any single Change Date by more than Two percentage points (2.00%) from the rate of interest being paid for the preceding 12 months. The interest rate will never be greater than 14.000% percent per annum, which is called the "Maximum Rate".

4. Except as expressly set forth herein, all of the terms and conditions of the Note and the Deed of Trust shall remain unmodified and in full force and effect.

5. Nothing in this Agreement shall be deemed to or shall in any manner impair the Note, the Deed of Trust or any security granted or held by the Bank for the indebtedness evidenced by the Note and this Agreement. This shall not be deemed to be nor shall it constitute any alteration, waiver, annulment or variation of any of the terms and conditions of or any rights, powers or remedies under the Note or the Deed of Trust except as expressly set forth herein.

6. In accordance with requirement of Section 516.150 of the Missouri Revised Statutes, to the extent applicable, the Bank represents to whom it may concern (which representation Mortgagor confirms is true and correct) that the principal amount now due and owing on the Note and the Deed of Trust (after giving effect to the terms of this Agreement) is \$224,456.03.

7. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, PROTECT BORROWER AND BANK FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS REACHED COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE MODIFICATION AGREEMENT, EXCEPT AS MAY LATER BE AGREED UPON IN WRITING TO MODIFY IT.

8. Borrower agrees to pay all expenses incurred by Bank in connection with this Agreement, including, but not limited to, recording fees and title fees. Said sums are payable on demand and are secured by the Deed of Trust.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

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

Jefferson Heritage Bank

By Patricia Rosenthal  
Patricia Rosenthal  
Vice President

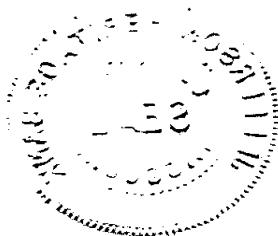
Mortgagor

By M. L. Chaudhry 8/7/00  
Mustansar L. Chaudhry 8/7/00 Date  
By Shahida K. Chaudhry 8/7/00  
Shahida K. Chaudhry 8/7/00 Date

SEAL

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1) Uniform Code of Mortgages 77 of the Security instrument is amended to read as follows:

Transfers of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lenders prior written consent, Lender may, at its option, require the payment in full of all sums secured by this instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security instrument. Lender also shall not exercise this option if: (a) Borrower ceases to be submitted to Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant of agreement in this instrument is acceptable to Lender; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant of agreement in this instrument is acceptable to Lender.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to give me and also the title and telephone number of a person who may have regarding the note.

(F) Notice of Changes - My new interest rate will become effective each Change Date, until the amount of my new monthly payment begins changing on the first monthly payment date after the change date until the amount of my monthly payment changes again.

be increased or decreased on any single Change Date by more than Two Percent (2.00%) from the rate of interest I have been paying for the preceding 12 months—My interest rate will never be greater than 14.000% which is call the Maximum Rate.

(D) Limits on Interest Rate Changes  
If I make my first monthly payment on time, my interest rate will not change during my term.

The Note Holder will then found the result of this to loan to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(d) below, this rounded amount will be my new interest Rate until the next "Change Date".

If the index is updated, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(B) *Beginning with the first Circular Date, my adjustable interest rate will be based on an index—the "Index"—is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date*

The Note provides for an initial interest rate of 8.000%. The Note provides for a

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THIS COULD RESULT IN AN INCREASE IN THE MONTHLY PAYMENT OR A DECREASE IN THE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWERS ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE.

Debtowner's signature (date note due date, name, title)  
the "Lender") of the same date and covering the property described in the Security Instrument and located at  
Jefferson Hettman Bank  
1309 SE. Clatsop Pt., Schubert, OR 97173

THIS ADJUSTABLE RATE RIDER is made this 7<sup>th</sup> day of Aug, 2000 and is incorporated into and shall be deemed to amend and  
supplement the foregoing, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure

**ADJUSTABLE RATE RIDER**      Loan # E-14770

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LOT 107 IN PARK ST CLAIRE UNIT 2, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 13. THE NORTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1991 AS DOCUMENT 91603720, IN COOK COUNTY, ILLINOIS.

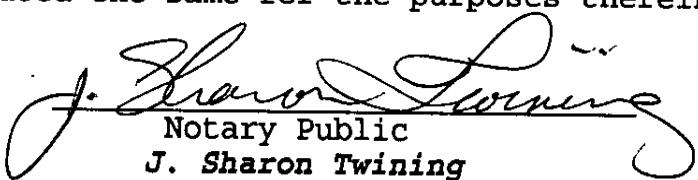
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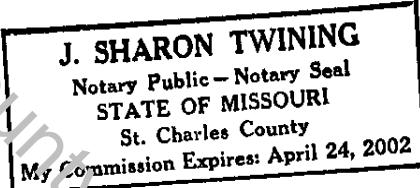
STATE OF MISSOURI )  
                      )  
                      ) SS:  
County of St. Louis )

On this 7th day of August, 2000, before me, J. Sharon Twining, a Notary Public in and for said State, personally appeared Patricia Rosenthal of Jefferson Heritage Bank formerly known as Jefferson Savings and Loan Association, a Missouri Savings and Loan Association, known to me to be the person who executed the within Modification and Extension Agreement in behalf of said Association and acknowledged to me that she executed the same for the purposes therein stated.



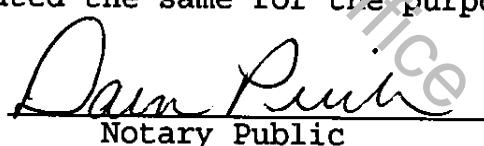
J. Sharon Twining  
Notary Public  
J. Sharon Twining

My commission expires:



STATE OF Missouri )  
                      )  
                      ) SS:  
COUNTY OF St. Louis )

On this 7 day of August, 2000, before me, \_\_\_\_\_, a Notary Public in and for said State personally appeared, Mustansar L. Chaudhry and Shahida K. Chaudhry, His Wife known to me to be the person(s) who executed the within said instrument, and acknowledged to me that They executed the same for the purposes therein stated.



Dawn Picard  
Notary Public

My Commission expires:

