MORTGAGE LOAN MODIFICATION AGREEMENT PURSUANT TO EXERCISE OF CONVERSION OPTION

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Citicorp Savings of Illinois A Federal Savings and Loan Association

Loan Number:

000548081

THIS AGREEMENT, made this 18TH day of NOVEMBER 19 86, by and between Citicorp Savings of Illinois, A Federal Savings and Loan Association, ("Lender") and

RONALD JOHN HARRIS AND KAREN EILEEN HARRIS, HIS WIFE

("Borrower").

Borrower has signed and delivered for valuable consideration, an Adjustable Rate Note to Lender in the original principal sum of \$ ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 dollars, dated NOVEMBER 5TH , 19 84 , and secured by a Mortgage or Trust Deed ("Security Instrument") of even date therewith to Lender, recorded in the Office of the Recorder of Deeds, Registrar of Title, of COOK DOCUMENT NO. 85167334 County, Illinois, as Document No. 27340617 AND 'LE-RECORDED AS/ , mortgaging, granting and conveying to Lender the following described real estate and premises:

LOT 28 11 PLOCK 3 IN HIGHLAND MEADOWS, BEING A SUBDIVISION OF PARTS OF THE SOUTH JUST 1/4 OF SECTION 27, THE SOUTH EAST 1/4 OF SECTION 28 AND PART OF LOT 1 IN GEISLER'S SUBDIVISION RECORDED AS DOCUMENT 14369552, ALL IN TOWNSHIP /2 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1978 AS DOCUMENT 24731265, IN COOK CANTY, ILLINOIS.

HCO FERMANENT TAX NO. 02-28-402-030

COOK COUNTY. FILED FOR AS

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PROPERTY ADDRESS: 2404 ARLINGDALE DRIVE - PALATINE, MAINGIS 60008

Borrower has exercised an option to convert the above described Adjustic ie Rate Note to a TEN YEAR ADJUSTABLE

amortized over TWENTY-EIGHT YEARS

from the effective date of the exercise of such option.

Borrower and Lender desire to modify said Adjustable Rate Note and Security Instrument to conform to Borrower's exercised option to convert.

In consideration of the above and foregoing. Borrower agrees to pay the Adjustable Rate Note and to perform the covenants and obligations of it and the security instrument as modified by this Agreement. Borrower and Lender agree that Borrower remains obligated under the above described Adjustable Rate Note and Security Instrument as hereby amended, and that neither said Adjustable Rate Note or said Security Instrument shall in any way whatsoever be prejudiced by this Agreement and that said Adjustable Rate Note and Mortgage shall be and remain in full force and effect, except as they be modified herein and Borrower agrees to the modification described below:

MODIFICATIONS:

Lender and Borrower agree as follows:

A. Section 2, entitled "Interest", Section 3, entitled "Payments", and Section 4, entitled "Interest Rate Changes" of the above described Adjustable Rate Note are deleted and in their place Borrower and Lender agree the provisions of the below marked Option I or II shail appear in their place:

OPTION I

FIXED RATE FULLY AMORTIZING LOAN

2. INTEREST

Interest will be charged on that part of outstanding principal which has not been paid on the conversion date and continuing until the full amount of principal has been paid.

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Beginning on the conversion title, will pay interest A a yearly rate of Dyposition percent (
%). The late requires by this Sequences up late I yill pay both before and after any default described in Section 5 of my Adjustable Rate Note.

3. PAYMENTS

(A) TIME AND PLACE OF PAYMENTS

From and after the conversion date, the principal and interest shall be payable in fixed consecutive monthly installments of

U.S. (\$

) on the first day of each month beginning

, 19 The entire indebtedness, if not sooner paid, shall be day of without

due and payable on the day of without notice or demand (the "Final Payment Date"). I will make my monthly payments at CITICORP SAVINGS P.O. Box 4444, Chicago, Illinois 60680 or at a different place if required by the Note Holder.

(B) BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying a prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, were will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

(C) INTEREST RATE CHANGES

The rate of interest will pay will not change, therefore there will be no further change dates.

OPTION II

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TEN YEAR ADJUSTABLE RATE LOAN

2. INTEREST

Interest will be charged on that part of o its landing principal which has not been paid, beginning on the conversion date and continuing until the full aincunt of principal has been paid.

Beginning on the conversion date, I will pay interest at a yearly rate of NINE AND 52/100 percent (9.52 %) (the "Initial Interest Rate"). The interest rate that I will pay will change in accordance with Section 4 of this Note until the oan is paid. Interest rate changes may occur on the 1ST day of the month beginning on DECEMBER 151 , 19 96 and on that day of the month every 120 months thereafter. Each date on which the rate of interest may change will be called a "Change Date".

The interest rate required by this Section and Section 4 of this Note is the rate I will pay both before and after any default described in Section 5 of the Adjustable Rate Note

3. PAYMENTS

(A) TIME AND PLACE OF PAYMENTS

I will pay principal and interest by making payments every month. I will inrice my monthly payments on the LST day of each month beginning on JANUALY 1ST .

19 87 . I will make these payments until I have paid all of the principal and interest and any other charges described below, that I may owe under this Note. I will pay all sums that I owe under this Note not later than DECEMBER 1ST; 2014 (the "final payment date"). I will make my monthly payments at CITICORP SAVINGS OF ILLINOIS. P.O. Box 4444, Chicago, "in pis 60680, or at a different place if required by Note Holder.

(B) BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(C) AMOUNT OF MONTHLY PAYMENTS

My initial monthly payments of principal and interest, after the conversion date will be in the amount of ONE THOUSAND FIFTY-SEVEN AND 95/100 dollar

U.S. (\$ 1,057.95). If the interest rate that I pay changes, the amount of my monthly payments will change. Increases in the interest rate will result in the higher payments (unless my prepayments since the last Change Date offset the increases in my monthly payments). Decreases in the interest rate will result in lower payments. The amount of my monthly payments will always be sufficient to repay my loan in full substantially equal payments by the final payment date. In setting the monthly payment amount on each Change Date, the Note Holder will assume that the Note interest rate will not change again prior to the linal payment date.

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4. INTEREST RATE CHANGENOFFICIAL COPY 4

Any changes in the interest rate, will be based on changes in an interest rate index which will be called the "Index". The Index is the

- (1) The weekly average yield on United States Treasury securities adjusted to a constant maturity of TEN year(s), as made available by the Federal Reserve Board.
- (2) Other:

*If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note Interest rate by using a comparable index.

(B) SETTING THE INITIAL INTEREST RATE

The initial interest rate I will pay as of the conversion date is set by the Convertible Rate Rider to my Adjustable Rate Note.

(C) SETTING THE NEW INTEREST RATE

- (1) First Change Date: On the IST day of DECENBER . 19 96 , the interest rate that I pay will be changed, if necessary, to be equal to the Index Rate plus Tk0 %.
- (2) On such succeeding Change Date, the Note Holder will determine the Current Index Rate, and the new interest rate will be equal to the Current Index Rate plus 2.00 %.
- (3) The Index Rate and the Current Index Rate is the most recent Index Rate available days prior to each change Date.
- (4) Before each Change (a) the Note Holder will calculate the new interest rate by adding TWO percentage points (2 00 %) to the Current Index. However, the rate of interest that is required to be paid shall never be increased or decreased on a single Change Date by more than percentage points (4.00 %) from the rate of interest currently being paid.

Limitation On Changes In Interest Rates: In no event, over the full term of the Note, will the interest rate be \(\Omega\) increased, \(\Omega\) decreased mere than THREE AND 375/10@creentage points (3.375 %) from the Initial Rate of Interest set in my Adjustable Rate Note.

(D) EFFECTIVE DATE OF CHANGES

Each new interest rate will become effective or the next Change Date. If the monthly payment changes as a result of a change in the interest rate, the monthly payment will change as of the first monthly payment date after the Change Date.

(E) NOTICE TO BORROWER

The Note Holder will mail me a notice by first-class mail at least thirty and no more than one hundred twenty days before each Change Date if the interest rate is to change. The notice will advise me of:

- (i) the new interest rate on the loan;
- (ii) the amount of my new monthly payment; and
- (iii) any additional matters which the Note Holder is required to discluse.

LENDER AND BORROWER FURTHER AGREE TO THE FOLLOWING

- B. Borrower accepts the modification and agrees to pay the indebtedness evidenced by said Adjustable Rate Note, as modified, and to perform each obligation it contains and each obligation in the Security Instrument.
 - C. Lender and Borrower agree that the unpaid principal balance of the Adjustable late Note as of this date is ONE HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED EIGHTY AND 52/200

Dollars (\$ 123,980.59

- D. Lender and Borrower agree that the Conversion Date is DECEMBER 1ST 1986, and as such, it is the effective date of this Agreement.
- E. Lender and Borrower agree that nothing in this Agreement shall be construed to amount to a satisfaction or a partial or total release of the Adjustable Rate Note and Security Instrument in any way, or to impair the rights of Lender.
- F. Lender and Borrower agree that all terms of the Adjustable Rate Note and Security Instrument including modifications or amendments, if any, shall remain in effect, without change, except as otherwise provided in this Agreement or any later written agreement.
- G. The term "Borrower", as used in this Agreement shall include any or all persons, singly or severally, who may be obligated to Lender as set out above. Any reference to Borrower in this Agreement shall refer to those persons and shall automatically include the proper number of persons and their gender.

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IN WITNESS WHEREOF The parties hereto have a	ekeAuted this Agreement as of the day firs	t above written.
	A Federal Sayings and Loan Association	าก
Lu-3	By: VICE PRESIDENT	
gullery from		
ATTEST ASSISTANT SECRETARY	Klaris	
Borrower RONALD JOHN HARRIS	BOTTOWER KAREN EILEEN HARRIS	·
Bonjawer Rouald Soun Markets	DUHUNGI ARKET EILEEN IMARIS	
Bonower	Berrower	
STATE OF ILLINOIS, COUNTY OFCOOK	. SS .	
	personally known to me to be the	RTIFY that
President of CITICORP SAVINGS OF ILLINOIS, and personally known to me to be the _ASSISTANTS to be the same persons whose names are subscribed to person and severally acknowledged that as such	secretary of said corporation, and personal the foregoing instrument, appeared before	e me this day in
Secretary, they signed and delivered the said		President and
ASSISTANT Secretary of said corporation, and of thereto, pursuant to authority, given by the Board of Dirand as the free and voluntary act of said corporation for	caused the corporate sea! of said corporati- rectors of said corporation as their free and or the uses and purposes therein set forth	d voluntary act.
Given under my hand and official seal, this1877	H Gay of NOVEMBER	19_86
Commission expires		
	Senevier Kall	
STATE OF ILLINOIS, COUNTY OF LOOP	Notary Public	
I, the undersigned, a Notary Public, in and for the Co	ss.	DTIEV (bal
RONALD JOHN HARRIS AND KAREN EILEEN HAP KI		
personally known to me to be the same persons whose ment, appeared before me this day in person and acknow said instrument astheir free and voluntary act. frelease and waiver of the right of homestead.	viedged that <u>they</u> signed, sealed an	d delivered the
Given under my hand and official seal, this	Cay of November	19 86
Commission expires My Commission Expires July 12, 1989	19 89	
This instrument was prepared by:	110/11/	
JUDITH BURKE	Mercal 1 m	
Name 22 WEST MADISON	NOTARY PUBLIC	
CHICAGO, ILLINOIS 60602	O _x	
Address	///:	
	ADDRESS OF BRODERFY	
	ADDRESS OF PROPERTY:	œ
	2404 ARLINGDALE DRIVE	
	PALATINE, ILLINOIS 60008	<u> </u>
MAIL TO:		87061524
CITICORP SAVINGS OF ILLINOIS Name		*
P. O. BOX 5624		
Address		
CHICAGO. ILLINOIS 60680-9979 City, State and Zip		
OR RECORDER'S OFFICE BOX NO165		

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