

J

SEARS HOMEOWNER RESOURCE/ Sears Consumer Financial Corporation of Delaware
AMENDMENT TO AGREEMENT AND DISCLOSURE STATEMENT AND MORTGAGE

Name(s) and Address(es) of Borrower(s):

Michael Janis 1501 Coventry Road
Ruthanne Janis Schaumburg IL, 60195

Name and Address of Lender:

Sears Consumer Financial Corporation of Delaware
100 Corporate North Suite 207
Barrackburn, IL 60015

Secured by Premises located at 1501 Coventry Road
Street and Number

Schaumburg Cook IL 60195
Municipality County State Zip Code
(the "Premises").

RECORD DATA

In this Amendment to Sears Homeowner Resource Agreement and Disclosure Statement and Mortgage (the "Amendment"), the words "you" and "your" mean the borrowers who have signed below. "We", "our" and "us" mean Sears Consumer Financial Corporation of Delaware.

BACKGROUND

A. On July 24, 1987, you and we entered into a Sears Homeowner Resource Agreement and Disclosure Statement (the "Agreement") pursuant to which we agreed to make loans to you up to the Credit Limit of \$ 18000.00

B. In order to secure to us repayment of the indebtedness evidenced by the Agreement, with interest on it, and all renewals, extensions and modifications of it, payment of certain other sums and performance of certain covenants and agreements, you gave to us a Mortgage against the Premises dated July 24, 1987 which was duly recorded in the office for the recording of deeds in Cook County in Mortgage Book No. xxxx Page xxxx. If this box is checked (), the Premises are more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

C. The Agreement has been previously amended on _____

D. The Mortgage has been previously amended on _____

E. Your Credit Limit is presently \$ 18000.00

F. You and we desire to amend the Agreement and the Mortgage to increase your Credit Limit to \$ 23000.00

--Or Document Number: 87432431

Lot 4 in Block 2 in Churchill Unit 1, being a Subdivision of part of the East half of the South West quarter of Section 9, Township 41 North, Range 10, East of the Third Principal Meridian, in Schaumburg Township, Cook County, Illinois, according to the plat thereof recorded May 3, 1967 as Document No. 20126799 in the Office of the Recorder of Deeds of Cook County, Illinois.

Permanent Index No.: 07-09-303-004

88252712

UNOFFICIAL COPY

With this background, you and we agree to amend the Agreement and Mortgage as follows:

1. **Credit Limit.** Your newly established Credit Limit is \$ 23000.00. The Amendment does not affect our continuing obligation to make loans to you under the Agreement up to the Credit Limit in existence prior to the Amendment. However, the Amendment expands our obligation as of the date of the Amendment to make loans above the Credit Limit in existence prior to the Amendment up to your newly established Credit Limit as set forth in the first sentence of this Paragraph 1. If you do not rescind the Amendment within three (3) business days following the date of the Amendment, you may obtain loans under the Agreement above the Credit Limit set forth in Paragraph E of the Background of the Amendment up to the newly established Credit Limit set forth in the first sentence of this Paragraph 1. We may reasonably refuse to make additional loans to you above the Credit Limit set forth in Paragraph E of the Background of the Amendment until the rescission period has expired.

2. **Co-signers.** If you co-signed the Mortgage but did not sign the Agreement, your signature on the Amendment will not make you personally liable on the Agreement, as amended, or the Mortgage, as amended. In such case, you are co-signing the Amendment only to mortgage, grant and convey your interest in the Premises to us under the terms of the Mortgage, as amended, or to waive your marital rights in the Premises.

3. **Existing Agreement and Mortgage.** Except as amended hereby, the terms of the Agreement and the Mortgage, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, you have signed, sealed and delivered the Amendment and you hereby acknowledge receipt of a copy of the Amendment this 27 day of May 19 88

WITNESS:

Frank E. White
Gary Neslinga

[Signature] (SEAL)
Borrower Michael Janis
Ruthanne Janis (SEAL)
Borrower Ruthanne Janis

I hereby certify that the precise address of the Lender (Mortgagee) is:
100 Corporate North Suite 207
Skokie, Ill. 60015

On behalf of the Lender, By Edward R. Boyd
Regional Finance Manager
Title

DEPT-01 RECORDING \$12.25
T#2222 TRAN 6224 06/10/88 10:15:00
#5081 # B * -88-252712
COOK COUNTY RECORDER

STATE OF Illinois
COUNTY OF Cook

SS.

On this, the 7th day of June 19 88, before me, Vaughn D. Strong, the undersigned officer, personally appeared Michael and Ruthanne Janis, married known to me (or satisfactorily proven to be) the person(s) whose name(s) is (are) subscribed to the within written instrument and acknowledged that s/he (they) executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal.

My Commission Expires: My Commission Expires Dec. 16, 1989
Vaughn D. Strong
Title of Officer

88252712

(Space Below this Line Reserved for Lender and Recorder.)

-88-252712

12 Mail