

FIXED RATE
Maturity Date Change

UNOFFICIAL COPY

S. No. 1035905015 - 1

89552052

**GARY-WHEATON BANK
MODIFICATION AGREEMENT
NON-BUSINESS**

THIS AGREEMENT is made and entered into this 7th day of October, 1989, by and between the GARY-WHEATON BANK, an Illinois Banking Corporation, and George M. Rieckhoff III & Betty L. Rieckhoff a/k/a George M. Rieckhoff & Betty Lynn Rieckhoff hereinafter referred to as Borrower(s).

WHEREAS, the Borrower(s) have conveyed a Mortgage or Trust Deed to the GARY-WHEATON BANK recorded with the Cook County Recorder of Deeds as Document No. 86 173339 and legally described as follows:

Legal description, attached schedule "A"

WHEREAS, the Borrower(s) are indebted to the GARY-WHEATON BANK by original Note and Security Agreement dated April 26, 1986, and modified by modification agreement dated 10/23/86 dated 4/21/87, 10/18/87, 4/15/88, 10/12/88, recorded 89-055352 and 4/10/89, recorded 89-232383

WHEREAS, the parties desire to modify said Note and Security Agreement.

NOW THEREFORE, it is agreed that said Note and Security Agreement is hereby modified and amended by extending the maturity date from the 7th day of October, 1989 to the 5th day of January, 1990.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The sum you will have paid after you have made all payments as scheduled
<u>12.50</u>	<u>\$ 1,837.89</u>	<u>\$ 59,629.17</u>	<u>\$ 61,457.06</u>
Your payment schedule will be: Number of Payments Amount of Payments When Payments Are Due <u>1</u> <u>\$ 61,457.06</u> <u>January 5, 1990</u> <u>2</u> <u>3</u> <u>4</u> <u>5</u> <u>6</u>			
<input checked="" type="checkbox"/> If checked here, your loan is payable on demand and all disclosures are based upon an assumed maturity of one year. Security: You are giving a security interest in: <input checked="" type="checkbox"/> The goods or property being purchased <input checked="" type="checkbox"/> Trust Deed Mortgage dated 4/26/86 on property <u>X- 101-816 W.-Bartlett, Bartlett, Illinois</u> <input checked="" type="checkbox"/> Any money, credits or other property of yours in the possession of the creditor, on deposit or otherwise Collateral: Securing other loans that also secure this loan Filing fees <u>\$</u> _____ Non-filing insurance <u>\$</u> <u>-0-</u> Prepayment: If you pay off early, you will not have to pay a penalty See the Note and Security Agreement terms and any separate contract documents for any additional information concerning default, any required repayment in full before the scheduled date and further information about security interests.			

IT IS FURTHER AGREED, that in all respects the terms and conditions of said Note and Security Agreement and Mortgage or Trust Deed given to secure the same shall remain unchanged and remain in full force and effect as herein expressly modified.

IN WITNESS HEREOF, the parties have executed this Modification Agreement inclusive of a Disclosure Statement, on the date as first above written and agreed to by the parties entering into this agreement.

George M. Rieckhoff III
Borrower George M. Rieckhoff III, a/k/a George M. Rieckhoff
Betty L. Rieckhoff
Borrower Betty L. Rieckhoff, a/k/a Betty Lynn Rieckhoff

GARY-WHEATON BANK
By *Henry M. Schwabauer*
Henry M. Schwabauer,
Vice President
Title

This instrument prepared by:

Lee Guthrie, After recording Mail to
for the Gary-Wheaton Ban. Same
120 E. Wesley Street
Wheaton, IL 60187

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STATE OF ILLINOIS.

DuPage

County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that George M. Rieckhoff III, and Betty L. Rieckhoff, personally known to me to be a/k/a George M. Rieckhoff and Betty Lynn Rieckhoff, the same person(s) whose name(s) they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that E he y signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of October, 1989. My Commission

Expires:

"OFFICIAL SEAL"
R. VERLEE GUTHRIE
Notary Public, State of Illinois
My Commission Expires 5/1/93


R. Verlee Guthrie
Notary Public

095520352

Property of Cook County Clerk's Office

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SCHREIBER 9/25 12052

LEGAL DESCRIPTION:

PARCEL 1:

The East 10 feet of the West 490 feet of Lot 22 (except the South 50 feet) in County Clerk's Division of unsubdivided lands in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The East 140 feet of the West 480 feet of Lot 22 (except therefrom the South 200 feet) in County Clerk's Division of unsubdivided lands in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

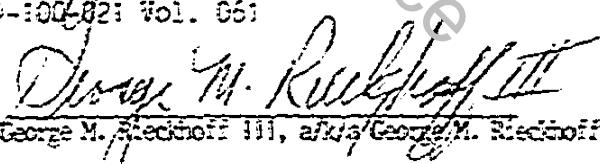
The East 70 feet of the West 480 feet of the South 200 feet of Lot 22 (except that part conveyed to County of Cook by deed as Document No. 14363569 in County Clerk's Division of Unsubdivided Lands in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.)

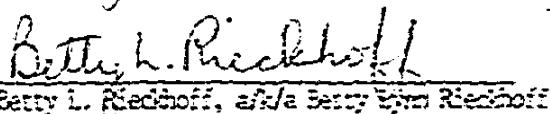
PARCEL 4:

A part of Lot 3 in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning at the South West corner of the North West Quarter of said Section, thence East 11 21 chains, thence North to the South line of Chicago, Milwaukee and St. Paul Railroad right of way, thence Northwesterly along the South line of said railroad to the West line of the North West Quarter, thence South along the West line of said Section 34 to the place of beginning (excepting therefrom that part of said premises lying South of the North line of the premises conveyed to the County of Cook by deed dated June 22, 1948 and recorded July 21, 1948 as Document 14363569, and also excepting therefrom the West 490 feet, as measured along the South line) also known and described as: Lot 22 (except that part lying South of the North line of the premises conveyed to the County of Cook by deed dated June 22, 1948 and recorded July 21, 1948 as Document 14363569 except the West 490 feet, as measured along the South line) in County Clerks Division of Unsubdivided Lands in Section 34, aforesaid, all in Cook County.

PARCEL 3 - Permanent Parcel No. 06-34-100-019 Vol. 061

PARCEL 1, 2, and 4 - Permanent Parcel No. 06-34-100-021 Vol. 061


George M. Riedhoff III, a/k/a George M. Riedhoff


Betty L. Riedhoff, a/k/a Betty Lynn Riedhoff

Date 10-25-89

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3 9 5 : 2 0 5 2

BALLOON NOTE RIDER FOR NOTE DATED

October 7, 1989

This loan is payable in full on January 5, 1990 which is the maturity date. At maturity you must repay the entire principal balance of the loan and unpaid interest then due. The bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.

The terms of the mortgage are incorporated herein and made a part hereof by reference. In case of default in the payment of principal or interest when due in accordance with the terms hereof or in case at any time thereafter a default of any of the terms of said mortgage shall occur under any of the provisions contained in said mortgage, at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereof, together with accrued interest thereon, shall become at once due and payable at the place of payment of aforesaid.

Date: October 7, 1989

X George M. Rieckhoff III
X George M. Rieckhoff III a/k/a George M. Rieckhoff
X Betty Lynn Rieckhoff
X Betty Lynn Rieckhoff, a/k/a Betty Lynn Rieckhoff

SC 440705

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DEPT-01 RECORDING \$18.00
745335 TRAN 6650 11/20/89 10:44:00
#2648 # E *-89-552052
COOK COUNTY RECORDER



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1800/e