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## CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT

### WORDS USED OFTEN IN THIS DOCUMENT

(A) "Agreement." This document, which is dated January 25, 1989, and exhibits and riders attached to this document will be called the "Agreement."

(B) "Borrower." SAMUEL A. RIZZO AND LORETTA A. RIZZO, HIS WIFE

will be called "Borrower" and sometimes "I" or "me." Borrower's address is 8505 SOUTH NATOMA BURBANK, IL 60459

(C) "Lender." PATHWAY FINANCIAL will be called "Lender" and sometimes "Note Holder." Lender is a corporation or association which exists under the laws of UNITED STATES OF AMERICA. Lender's address is 100 NORTH STATE STREET, CHICAGO, IL 60602

(D) "Mortgages." The mortgages, deeds of trust or other security instruments identified below and any additional security instruments and related agreements identified in Exhibit A to this Agreement will be called the "Mortgages:"

(1) The Mortgage given by SAMUEL AND LORETTA RIZZO and dated NOVEMBER 7, 1984 in favor of PATHWAY FINANCIAL securing the original principal amount of U.S. \$ 62,000.00

This Mortgage is on a Fannie Mae Freddie Mac Security Instrument and (was recorded on NOVEMBER 27, 1984, in the COOK County of ILLINOIS AS DOC. 27350799 at

[Strike and complete as appropriate.] At this date, the unpaid principal balance secured by this Mortgage is U.S. \$ 58,441.52 [Strike if not applicable.]

(2) The Mortgage given by and dated in favor of securing the original principal amount of U.S. \$ This Mortgage was recorded on 19, in the of State of at

At this date, the unpaid principal balance secured by this Mortgage is U.S. \$ [Strike if not applicable.]

(3) The Mortgage given by and dated in favor of securing the original principal amount of U.S. \$ This Mortgage was recorded on 19, in the of State of at

At this date, the unpaid principal balance secured by this Mortgage is U.S. \$ [Strike if not applicable.]

(E) "Note Holder." Lender or anyone who succeeds to Lender's rights under this Agreement and who is entitled to receive the payments I agree to make under this Agreement may be called the "Note Holder."

(F) "Notes." The Notes identified below and any additional Notes and related obligations identified in Exhibit A to this Agreement will be called the "Notes":

- (1) The Note secured by the Mortgage identified in Section (D)(1) above and dated NOVEMBER 7, 1984.
- (2) The Note secured by the Mortgage identified in Section (D)(2) above and dated 19.
- (3) The Note secured by the Mortgage identified in Section (D)(3) above and dated 19.

(G) "Property." The property which is described in the Mortgage(s) ~~ON THE BURBANK ROAD~~ will be called the "Property." [Strike italics if not applicable.] The Property is located at: 8505 SOUTH NATOMA Street

BURBANK (City)

COOK (County)

ILLINOIS 60459 (State and Zip Code)

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- The following instructions apply if this Agreement is used for a consolidation, extension or modification of a single family loan intended for possible sale to Fannie Mae or Freddie Mac —
- (1) All notes, security instruments, the most recent consolidation agreement and related agreements that modify, consolidate or extend prior underlying obligations and which predate this Agreement must be listed in this Agreement or in an Exhibit to this Agreement.
  - (2) For sales of whole loans to Fannie Mae and Freddie Mac, the Seller/Originator must deliver the executed original of this Agreement and all exhibits to it (or a certified true copy from the recording clerk, if the original is not yet available), together with each original Note which is an original evidence of any part of Borrower's indebtedness set out in this Agreement.
  - (3) If new funds are advanced at the time of the consolidation and modification evidenced by this Agreement, the new obligation must be evidenced by a new note and a new mortgage on the current Fannie Mae/Freddie Mac Single Family Uniform Instruments. This new loan will then become a part of the Consolidated Note and the Consolidated Mortgage. It is not necessary that the repayment terms of the new loan, as set out in the new note, reflect the terms of the Consolidated Note; the applicable repayment terms for the total indebtedness are supplied by this Agreement (see Section V).
  - (4) The dollar amount entered in the first blank in Section I and the dollar amount entered in the blank in Section IV(1) should be the same. The amount entered in the last blank in Section I should be completed with the dollar amount of the new loan, if any, made in connection with this consolidation. Enter a "zero" if no new loan was made in connection with this consolidation.
  - (5) The repayment terms of the Consolidated Note (e.g. the consolidated principal amount, the monthly principal and interest payment, the interest rate and provisions for any interest and monthly payment changes applicable to the consolidated obligation) are restated in this Agreement by completion of the appropriate blanks in Section IV. If the Consolidated Single Family loan has an adjustable interest rate (or other alternative mortgage loan provisions), the appropriate Fannie Mae or Freddie Mac Rider must be attached as Exhibit C to this Agreement and recorded together with it. The terms of the Consolidated Mortgage, as changed by this Agreement, must be the current version of the Uniform and Non-uniform Covenants from the security instrument for the appropriate jurisdiction, together with any applicable riders. These terms are supplied by means of Exhibits C (if any) and D to this Agreement.

## INSTRUCTIONS

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POLICY NO: 69-68-384 (RIZZO)

LEGAL DESCRIPTION:

LOT 8 IN SCHUELIN'S SUBDIVISION OF LOTS 65,80,81 AND 66 (EXCEPT THE EAST 152 FEET THEREOF) AND THE NORTH  $\frac{1}{4}$  OF LOT 67 (EXCEPTING FROM LOTS THAT PART THEREOF DEDICATED FOR STREETS BY DOCUMENT NO. 23074857) IN FREDERICK H. BARTLETT'S FIRST ADDITION TO FREDERICK BARTLETT'S 79TH STREET ACRES BEING A SUBDIVISION OF THE WEST  $\frac{1}{4}$  OF THE SOUTH EAST  $\frac{1}{4}$  OF SECTION 31; THE WEST  $\frac{1}{4}$  OF THE NORTH WEST  $\frac{1}{4}$  OF SAID SECTION 31; THE WEST  $\frac{1}{4}$  OF THE WEST OF SAID SECTION 31 ALL IN TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST  $\frac{1}{4}$  OF THE SOUTH EAST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX INDEX NO: 19-31-407-106

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