

89083044

[Space Above This Line For Recording Data]

Loan #: 02-58-56009

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 23 day of September 19 88, between Jack S. Rabey and Jacqueline T. Jurica

Linus Mortgage USA, Inc., formerly known as The Linus and Nettleton Company ("Borrowers") and

(("Lender")), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 24, 1984 and recorded in Book or Liber 27-308-041, at page(s) of the mortgage Records of Cook Illinois (Name of Records) (County and State or other Jurisdiction)

and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 2410-3 Algonquin Rd. Rolling Meadows IL 60008 (Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of October 1, 1988 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$12,583.18, consisting of the amount(s) loaned to the Borrower by the Lender and interest and/or trust account shortages capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 11.50 from October 1, 1988. The Borrower promises to make monthly payments of principal and interest of U. S. \$429.80, beginning on the first day of November 19 88, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2014 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

P O BOX 620046

The Borrower will make such payments at DEPT 84581 DALLAS TX 75262-0046 or at such other place as the Lender may require.

- 3. The Borrower also will comply with all other covenants agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

89083044

Box 254

OB 10-10-88

# UNOFFICIAL COPY

4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Lomas Mortgage USA, Inc., formerly (Seal)  
known as The Lomas and Nettleton Company, Lender

*J. S. Rabey* (Seal)  
JACK S. RABEY (Borrower)

By: *G. W. Voelkel*  
G. W. VOELKEL  
VICE PRESIDENT

*Jacqueline T. Jurica* (Seal)  
JACQUELINE T. JURICA (Borrower)

[Space Below This Line For Acknowledgments]

### CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 11th of October, 1988, by G. W. VOELKEL, VICE PRESIDENT, Lomas Mortgage USA, Inc., formerly The Lomas and Nettleton Company, on behalf of said corporation.

*Nancy L. Schuetz*  
Notary Public in and for the  
state of Texas

NANCY L. SCHUETZ  
Notary Public, State of Texas  
My Commission Expires 04-08-1992

### ACKNOWLEDGEMENTS

STATE OF ILLINOIS

County of COOK

" OFFICIAL SEAL "  
JOYCE J. RABEY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/5/91

Before Me the undersigned, a Notary Public in and for said County and State, on this day personally appeared JACK S. RABEY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5 day of OCTOBER, 1988.

*Joyce J. Rabey*

My commission expires: 10/5/91

STATE OF ILLINOIS  
COUNTY OF COOK

" OFFICIAL SEAL "  
JOYCE J. RABEY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/5/91

Before Me the undersigned, a Notary public in and for said County and State, on this day personally appeared JACQUELINE T. JURICA known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 5 day of OCTOBER, 1988.

*Joyce J. Rabey*

My commission expires: 10/5/91

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before Me the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires: \_\_\_\_\_

63663044

# UNOFFICIAL COPY

EXHIBIT "A"

## LEGAL DESCRIPTION

UNIT NO. 2419-3, IN COACH LIGHT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT "A" AND PART OF LOT 2 IN ALGONQUIN PARK, UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25385416, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, THEIR SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

*2410-3 Algonquin Rd  
Rolling Meadows, IL 60008  
08-08-106-024-1264*

DEPT-01 #13.00  
T23333 TRAN 4007 02/23/89 15:47:00  
47482 & C \*-89-083044  
COOK COUNTY RECORDER

53063044 -89-083044

*Bex  
254*

*1300*

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11060-03-20080007