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89189349

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):

John H. Virva

15418 Betty Ann Lane

Janel L. Virva

Oak Forest IL 60452

Name and Address of Lender:

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



Secured by Premises located at 15418 Betty Ann Lane
Street and Number

Oak Forest Cook IL 60452
Municipality County State Zip Code
(the "Premises").

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 December 31, 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 \$ 15000.00

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 December 31, 1987 which was duly recorded in the office for the recording of deeds in Cook County in Mortgage Book No. n/a Page n/a. 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 _____, 19xx

D. The Mortgage has been previously amended on _____, 19xx

E. Your Credit Limit is presently \$ 15000.00

F. You and we desire to amend the Agreement and the Mortgage to increase your Credit Limit to \$ 36000.00

Lot Forty-One (41) in Natalie Subdivision Unit Number 2, a subdivision of the South West quarter (SW4) of the North West quarter (NW4) of Section 16, Township 36 North Range 13, East of the Third Principal Meridian,
28-16-165-014

**Or Document Number: 87683881

DEPT-01 \$12.00
TR1111 AMEN 1730 04/27/89 13:20:00
15039 # A * 89-189349
COOK COUNTY RECORDER

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(Space Below this Line Reserved for Lender and Recorder)

89189349

My Commission Expires
OFFICIAL SEAL
HARLENE E. S. BROWN
My Commission Expires 12/31/1988

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal
written instrument and acknowledged that she (they) executed the same for the purposes herein contained.

On this, the 24 day of April, 1989, before me, Harlene E. S. Brown, the undersigned officer, personally appeared Edward F. Boyd, known to me (or satisfactorily proven to be) the person(s) whose name(s) is (are) subscribed to the within

STATE OF Massachusetts
COUNTY OF Worcester

On behalf of the Lender, By Edward F. Boyd
Reg. Fin. Mgr.

100 Corporate North Suite 207
Barnackburn, 11 60015

I hereby certify that the precise address of the Lender (Mortgagee) is:

Borrower James J. Jones
(SEAL)
Borrower William J. Jones
(SEAL)

Witness
Carol J. Marshall
Robert Lewis

IN WITNESS WHEREOF, you have signed, sealed and delivered the Amendment and you hereby acknowledge receipt of a copy of the Amendment this 19 day of April, 1989

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.

2. Co-signers. If you co-signed the Mortgage but did not sign the Agreement, your signature on the Agreement 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.

1. Credit Limit. Your newly established Credit Limit is \$ 36000.00. 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 this Paragraph 1. We may reasonably refuse to make additional loans to you above the Credit Limit set forth in the first sentence of this Paragraph 1. Your newly established Credit Limit has expired.

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