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1-2665 and not

EQUITYMONEY LOAN AMENDMENT AND MODIFICATION AGREEMENT (EMI)

Albany Bank & Trust Co. N.A., as Trustee under Trust Agreement dated WHEREAS, Donna Liebman and Howard Liebman August 3 1971 and known as Whoney Loan Agreement with BANK OF RAVENSWOOD, an Illinois Banking Corporation ("Bank") and a 11-2665
WHEREAS. Donna Liebman and Howard Liebman ("Borrower") executed an Equity-
Money Loan Agreement with BANK OF RAVENSWOOD, an Illinois Banking Corporation ("Bank") and a 11 2665
Promissory Note to the order of BANK OF RAVENSWOOD, both in the original amount of \$ 11-2665
ments"); and personally. WHEREAS, the interest rate charged on the loan evidenced thereby (the "Loan") was the
Index Rate (as defined in the Loan Documents) plus 2%, and varied on a semi-annual basis; and
WHEREAS, the unpaid balance of advances made during each Semi-Annual Period (as defined
in the Loan Documents), became the principal loan balance of a particular Amortization Period (as defined in the Loan Documents) and monthly payments were partially determined based upon
that balances and
WHEREA, all Required Payments (as defined in the Loan Documents) were required to be
made by an automatic debit from an account at Bank, designated for such debits by Borrower;
and
WHEREAS, the loan Documents further provided that failure to maintain the said account
would constitute on event of default thereunder; and WHEREAS, to accept said Note and Agreement a Trustee's Mortgage/Mortgage of even date
to the state of the second of the Second Sec
with the Cook County Bacorder's Office to encumber the property
with the Cook County Recorder's Office to encumber the property commonly known as 4130 Rutgers NorthDrook, Illinois 60062
and lecally described as follows:
See Legal Description Rider Attached Hereto
P.I.N. 04-07-109-016 vol. 131 and
WHEREAS, the EquityMoney Loan Agreemen', traerved the right of the Bank to amend the
Agreement; and WHEREAS, it is the mutual desire of the parties hereto to modify the Loan, the Loan Docu-
ments, and Trustee's Hortgage/Hortgage securing the Loan;
NOW THEREFORE, in consideration of the above promises and the mutual promises of the
parties hereto, IT IS HEREBY AGREED, that effective on 4/1/89
("Effective Date"):
1. For advances made on, prior to or after the Effective Date, Section III of the Loan
Agreement is cancelled, rescinded and held for naught, and the following Section III is hereby substituted therefor:
III. FINANCE CHARGE
A FINANCE CHARGE will be imposed on the daily balance of Borrouge's outstanding advances
hereunder, based on the amount outstanding under Borrower's line of credit as reflected
in Bank's records, at an Annual Percentage Rate ("APR") equal to the Index Rate plus 1%
for outstanding balances of \$24,999.99 or less, and at an APR equal to the Index Rate plus 0% for outstanding balances of \$25,000.00 or more. However, for the period through Q_c^*
the termination of the Loan Agracment as defined in Section II and Section V (C) of the
Agreement, the FINANCE CHARGE shall not exceed the Index Rate in effect as of the Effect
tive Date of this Agreement, plus 3%; and further, for the period from the Elective Date

The Index Rate for each day shall be the "Prime Rate" as then-defined and published in the Wall Street Journal "Money Rates" column (or any column successor thereto) that day; on days on which the Wall Street Journal does not publish, the Index Rate shall be the "Prime Rate" as then-defined and published in the Wall Street Journal "Money Rates" column (or any column successor thereto) on the most recent date. If the Wall Street if Journal publishes two "prime rates" on one day, then the Index Rate for that day shall be the average of the two rates. If the Wall Street Journal ceases publication, then the Chicago Tribune shall be used in its place, in a similar fashion. The daily balance of outstanding loans is determined by adding new advances on the date of posting to Borrower's account and deducting applicable payments and credits on the date of crediting to Borrower's account. Bank shall give Borrower notice of any change in the APR, pursuant to a change in the Index Rate as hereinabove set forth, in Borrower's monthly statement.

of this Agreement through December 31, 1990, the FINANCE CHARGE shall not exceed 11% APR.

- For advances made on, prior to or after the Effective Date, Sections V (A) and (B) of the Loan Agreement are hereby cancelled, rescinded and held for naught.
- 3. Section V (D) is hereby cancelled, rescinded and held for naught, and the following is hereby substituted therefor:

8 Required Payments shown on the monthly statement may, at Borrower's written election, be made by an automatic debit, made by Bank on the date payments are due as specified in the monthly statement, from an account owned, maintained by and designated for such purpose by Borrower at Bank; except that the principal payment due pursuant to Section V (C) must be paid directly by Borrower and not by automatic debit from the transaction account described in this sentence.

If Bank does not receive any month's Required Payment, as described above, by the 20th day of that month, Bank will impose a one-time late charge of 5% of the unpaid amount of the past due payment, or \$10.00, whichever is more.

- It shall not constitute an event of default if Borrower fails to maintain a depository account with Bank.
- Section VI of the Loan Agreement is cancelled, rescinded and held for naught, and the following Section VI is hereby substituted therefor:

VI. APPLICATIONS OF PAYMENTS

Required payments received by Bank shall be applied in the following order: (a) tax and insurance escrow, if required; (b) late charges, if any; (c) FINANCE CHARGES in their earliant chronological order of accrual and, thence (d) to the principal amounts.

- 6. A). terms not defined herein shall have the meanings assigned them in the Loan Documents.
- All rithir terms of the Loan, Loan Documents and Trustee's Mortgage/Mortgage shall remain in full force and effect, including but not limited to the original Due Date thereunder. This Agreement scures (a) the repayment of the indebtedness evidenced by the Loan Documents and this document, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance with the Trustee's Mortgage/Nortgage to protect the security () of said Hortgage and/or this document; and the performance of the covenants and agreements D contained in the Loan Document; and/or the Trustee's Hortgage/Mortgage, and (b) the repsyment of any future advances, with interest thereon, made pursuant to the Trustee's Mortgage/Mort-[7] gage.

24th day of Feb. 1989 This Agreement is made this BANK OF RAVENSWOOD BORBOVERS Liebman Howard P. Liebman

STATE OF ILLINOIS) COUNTY OF COCKA

, a Notery Bublic in and for said County, in the State aforesaid, BO ANGLA PARTY , an officer of the Bank of Revenswood, perbe the same person whose name is subscribed to the forming instrume this day in person, and acknowledged that he/she signod sealed and Instrument as his/her from and voluntary act as such officer of the Bank of he uses and purposes therein set forth.

hand and official seal, this 444

Notary Public

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) SS. COUNTY OF COOK

MA COMMISSION

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Penna Cidornar / Howard Lichard Personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed 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 saw day

COMMISSION EXPLIRES 7/14/91

THIS DOCUMENT PREPARED BY AND MAIL TO:

Bank of Ravenswood E. Gavas Box 55

UNOFFICIAL COPY

Property of Cook County Clerk's Office

S4029922, IN COOK COUNTY, ILLINOIS.
THEREOF, RECORDED AUGUST 16, 1977 AS DOCUMENT NUMBER
THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12,
THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12,
THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12,
THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12,
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Property of Coot County Clert's Office

MOFFICIAL COPY

GRACE E STANTON
My Commissio: Espira Feb. 17, 1992 "OFFICIAL SEAL"

NOTARY PUBLIC

6861

CINEN nuder my hand and Notarial Seal, this 17th day of

the uses and purposes therein set forth. association, did affix said seal to said instrument as his own free and voluntary act of said association, as Trustee as aforesaid, for then and there acknowledge that he, as custodian of the Corporate Seal of said for the uses and purposes therein set for the said Δs Assistant Vice-President act and as the free and voluntary act of said association, as Trustee as afor said President ... respectivered the said instrument as their own free and voluntary that they signed and delivered the said instrument as their own free and voluntary foregoing instrument as such Land Trust Officer and Assistant VicePresident , respectively, appeared before me this day in person and chrowledged are personaily known to me to be the same persons whose names are subsirined to the DO HEREBY CERTIFY, THAT the above Officers of ALBANY BANK & TRUST CUMPANY N.A., who I, THE UNDERSIGNED, a Notary Public, in and for said County, in the state aforesaid,

99:92:41 98/82/49 71/6 MART PPPP#T ĐĐ FT\$

COUNTY OF COOK

SS (STATE OF ILLINOIS

Assistant Vice-President

FLIERT:

Land Trust Officer

August 3rd, 1971 and bearing TRUST NUMBER 11-2665 TRUST AGREEMENT dated to the terms of that certain Trustee as aforesaid, pursuant not personally, but solely as

ALBANY BANK & TRUST CO. N.A.,

02976768

JUNE CLORE 686T ' day of पर्दा and its corporate sent to be hereunto affixed and attested by its aforesaid has caused these presents to be signed by its

IN WITNESS WHERECO ALBANY BANK & TRUST CO. N.A., not personally, but as Trustee as

onr of the property hereby mortgaged and the rents, issues and profits thereof. hereby and the portormance of the covenants herein contained shall be enforced only coneurure herein contained, it being understood that the payment of the money secured not be personally liable for any action or non-action taken in violation of any of the FUR DERIGNMENCE OR NON-DERIGNMENCE OR GUN OF THE COVERANCE AND SPAIL that ALBANY BANK & TRUST CO. N.A., individually, shall have no obligation to see to Anything herein contained to the contrary notwithstanding, it is understood and agreed

claiming any right or security hereunder. holders, owner or owners of such principal notes, and by every person now or hereafter because claiming by or through or under said party of the second part or the holder or second part or holder or holders of said principal or interest notes hereof, and by all such personal liability, if any, being expressly waived and released by the party of the or agreement herein or in said principal note contained, either expressed or implied, all tts agents, or employees, on account hereof, or an account of any coverant, undertaking at any time be asserted or enforced against ALBANY BANK & TRUST CO., N.A. as Trustee, such Trustee and no personal liability or personal responsibility is assumed by, nor shall TRUST CO. N.A., as Trustee solely in the exercise of the powers conferred upon it as binding it personally, but this instrument is executed and delivered by ALBANY BANK & undertakings of the Trustee, named and referred to in said Agreement, for the purpose of undertakings and agreements herein made are made and intended not as personal covenants, anything therein to the contrary notwithstanding, that each and all of the covenants, Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, THIS DATENCE NOT THE EXECUTED BY the undersigned Trustee, not personally, but is · EquityMoney Loan Amendment and Modification Agreement

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