

A# 966952-0

AMENDMENT TO
ADJUSTABLE REVOLVING CREDIT NOTE AND MORTGAGE

This Amendment to Adjustable Revolving Credit Note and Mortgage ("Amendment") is dated as of May 1, 1989, between A.J. SMITH FEDERAL SAVINGS BANK, 14757 S. Cicero Avenue, Midlothian, Illinois 60445 ("Lender"), and Charles E. Zocchi and Mary Ann Zocchi ("Borrower").

14⁰⁰

RECITALS

A. Borrower executed and delivered to Lender its Adjustable Revolving Credit Note ("Note") dated October 3, 1987, in the sum of \$ 30,000.00, which Note is secured by an Adjustable Revolving Credit Mortgage ("Mortgage") of even date with the Note, and recorded as Document # 87-551073 on the property commonly known as 7624 West 173rd Place Tinley Park, IL, and legally described on Exhibit "A" attached hereto.

B. Lender and Borrower desire to amend the Note and Mortgage as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Borrower agree as follows:

1. The interest rate Borrower shall pay may change on the 1st day of each month ("Change Date"). The Variable Rate Index shall mean the index of the highest domestic prime rate published in the "Money Rate" section of The Wall Street Journal and published on the 15th day of the month preceding each Change Date, or if not a business day, on the next business day. If the index is no longer available, Lender will choose a new index which is based upon comparable information.

The monthly payment amount will be the greater of the Interest Due or 2% of the End of the Month Balance reflected on the Monthly Statement ("Minimum Monthly Payment") that Borrower will receive from Lender each month ("Monthly Payment"). "Interest Due" will be determined by multiplying the interest rate times the average daily balance, dividing the product by 360 days, times the actual days in the billing cycle. Each billing cycle will consist of a calendar month. The End of the Month Balance will include the unpaid principal balance on the statement date shown on the Monthly Statement and the unpaid interest charges. If payment becomes due and payable on a Sunday or legal holiday under the laws of the State of Illinois, the due date shall be extended to the next business day.

3. The interest rate on the Note will never exceed 24% per annum.

4. The following paragraph shall be added to the Mortgage:

"Transfer of the Premises; Assumption. If all or any part of the Premises or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation or law upon the death of a joint tenant, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the Premises, (g) a transfer resulting from a decree of a dissolution of marriage, legal separation

89212168

UNOFFICIAL COPY

agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the Premises, or (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises, Lender may, at Lender's option, declare all the sums secured by the Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Premises is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by the Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under the Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance herewith. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by the Mortgage."

5. Except to the extent modified by the terms hereof, the Note and Mortgage are reaffirmed and acknowledged. In the event of any inconsistencies, this Amendment shall control over the Note and Mortgage.

Witness the hand and seal of Lender and Borrower the day and year set forth above.

LENDER:

A.J. SMITH FEDERAL SAVINGS BANK

BY:

Robert Upvon
Name: Robert Upvon
Its Vice President

ATTEST:

Evelyn J. Krueger
Name: Evelyn J. Krueger
Its Corporate Secretary

BORROWERS

Charles E. Zocchi
Charles E. Zocchi

Mary Ann Zocchi
Mary Ann Zocchi

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

A.J. Smith Federal Savings Bank
14757 S. Cicero Avenue
Midlothian, IL 60445
Loan # 11-910031-4
P.O. Box 168

89212169

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert Upton, personally known to me to be the Vice President of A.J. SMITH FEDERAL SAVINGS BANK, a Federal Savings Bank, and Evelyn J. Kraeger, personally known to me to be the Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary they signed and delivered the said instrument and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 17 day of May, 1989.

Elaine C. Drakton
Notary Public

My Commission Expires: 4-2-91

"OFFICIAL SEAL"
ELAINE C. DRAKTON
Notary Public, State of Illinois
My Commission Expires 4-2-91

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Karen Boos, a Notary Public in and for said county and state, do hereby certify that Mary Ann Zocchi and Charles E. Zocchi, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that they executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 18 day of May, 1989.

Karen Boos
Notary Public

My Commission Expires: 12-9-90

" OFFICIAL SEAL "
KAREN BOOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/9/90

89212168

UNOFFICIAL COPY

EXHIBIT "A"

Lot 5 in Block 4 in Surdale Ridge, a subdivision of part of the Southeast 1/4 of Section 25 and also part of the East 1/2 of the Southwest 1/4 of Section 25, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 27-25-366-1052

**A. J. SMITH FEDERAL
SAVINGS BANK**
14757 South Cicero Avenue
Midlothian, Illinois 60445

BOX 168

89212168