1989 HAY 11 AM 10: 45

89212179

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 James H. Edwards and Ruth A. Edwards ("Borrower").

RECTTALS

- A. Borrower executed and delivered to Lender its
 Adjustable Revolving Credit Note ("Note") dated <u>December 16</u>,
 19 88, in the sum of \$ 20,000.00 , which Note is secured by an Adjustable Revolving Credit Mortgage ("Mortgage") of even date with the Note, and recorded as Document # 88590869 on the property Commonly known as 17402 Queen Mary Lane Tinley Park and legally described on Exhibit "A" attached hereto.
- B. Lende and Borrower desire to amend the Note and Mortgage as he sinafter 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, Lander 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 Fayment") 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 ?4% 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

89212179

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 bourower's successor in Interest has executed a written assumption agreement accepted in writing by Lander Lender shall release Borrower from all obligations under the Mortgage and the Note.

If Lendar exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance herewith. Such notice shall provide a period of notice is than 30 days from the date the notice is led 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 in ther notice or demand on Borrower, invoke any remedies permitted by the Mortgage."

Except to the extent mcd lied by the terms hereof, the Note and Mortgage are reaffirmed and eacknowledged. 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

Name: Robert Uptor

Vice

President

Curlyn J. Krueger me: Eyelyn J. Krueger Sec

Corporate

Secretary

BORROWER:

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

A.J. Smith Federal Savings Bank 14757 S. Cicero Avenue Midlothian, IL 60445 Loan # 910053-8

P.O. Box 168

UNOFFICIAL, COPY, 9

COUNTY OF Cook) SS.					
I, the undersigned, a No and State aforesaid, DO HEREI personally known to me to be A.J. SMITH FEDERAL SAVINGS BY FULLYN TO KALL GOT PERSONALLY KNOWN BAID CORPORATION, and persons whose names are subscappeded before me this day that as such Vice President they significantly instrument and caused the Corporation and as the free and voluntary for the uses and purposes the	the \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	rederal one to nown to to the son and nd delive seal othersty, heir freand deed	Saving be the me to b foregoi several ered th f said e and v	s Bank, Secret e the sa ng Instr ly ackno e said Corporat by the B	of and cony of ime cument, owledged ion to conrd of
"OFFICIAL SEAL" ELAINE C, DRAKTON Notary Public; State of Illinois My Commission Expires 4-2-91	Ele		DAn tary Pu	<u>ktori</u> 511c	
COUNTY OF Cach) ss.	04				
I, have Module for said county and state, do futh A fluench , persona known or proved to me to be t the contents of the foregoing acknowledged said instrument act and deed and that fluer purposes and uses therein set	he per instraction	rson(s) rument,	wns, be have exe	Me and 1 lng info ecuted s	s (are) rmed of ame, and
Witness my hand and offi 	cial s	seal thi	s \\ &		⊃ £
	My co	wey Not	Lhulu ary Pub n Expire	CAC THE s: 3.3	1-91
	e ja				

"OFFICIAL SEAL".
NANCY M. MEHALL
Notary Public, State of Illinois
My Commission Expires 3:31.91

UNOFFICIAL COPY

EXHIBIT "A"

Lot 28 in Queen's Court Subdivision in the South 1/2 of the Southeast 1/4 of Section 26, Township 36 North, Tange 12, East of the Third Principal Meridian, in Cook County, Illinois.

Oly Clark's Office

PIN# 27-26-499-028

i mun best at the total schedule i Tamping and state substitution in the co-

A. J. SMITH FEDERAL SAVINGS BANK South Clcero: Avenue 60445

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

BOX 168