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"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 dissolution of marriage, legal separation

4. The following paragraph shall be added to the Mortgage:  
3. The interest rate on the Note will never exceed 24% per annum.

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

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

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

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

A. Borrower executed and delivered to Lender its Adjustable Revolving Credit Note ("Note") dated August 15, 1989, in the sum of \$10,000.00, which Note is secured by an Adjustable Revolving Credit Mortgage ("Mortgage") of even date with the Note, and recorded as document # 85115022 on the property commonly known as 10516 South Georgia Street, Chicago, IL and legally described on Exhibit "A" attached hereto.

14 00

RECITALS

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 Lionel J. Barbeau and Anne Marie Barbeau ("Borrower").

AMENDMENT TO ADJUSTABLE REVOLVING CREDIT NOTE AND MORTGAGE

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1989 MAY 11 AM 10:46  
FILED FOR RECORD  
COOK COUNTY, ILLINOIS

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A.J. Smith Federal Savings Bank  
1475 S. Cicero Avenue  
Midlothian, IL 60445  
Loan # 910003  
P.O. Box 168

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

BORROWER:  
*James Barberousse*  
Name: James Barberousse  
Anne Maria Barberousse

BY: *Robert Upson*  
Name: Robert Upson  
Its Vice President  
ATTEST: *Elizabeth J. Kueh*  
Name: Elizabeth J. Kueh  
Its Corporate Secretary

A.J. SMITH FEDERAL SAVINGS BANK  
LENDER:

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

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

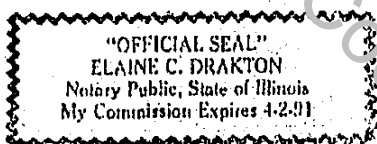
If Lender exercises such option to accelerate,  
Lender shall mail Borrower notice of acceleration  
in accordance herewith. Such notice shall provide  
a period of not less than 30 days from the date  
the notice is mailed within which Borrower may pay  
the sums declared due. If Borrower fails to pay  
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.  
Borrower, Lender shall release Borrower from all  
obligations under the Mortgage and the Note.  
written assumption agreement accepted in writing  
Borrower's successor in interest has executed a  
shall request. If Lender has waived the option to  
accelerate provided in this paragraph, and it  
by the Mortgage shall be at such rate as Lender  
and that the interest payable on the sums secured  
credit of such person is satisfactory to Lender  
transferred reach agreement in writing that the  
person to whom the Premises is to be sold or  
prior to the sale or transfer, Lender and the  
shall have waived such option to accelerate if,  
Mortgage to be immediately due and payable. Lender  
option, declare all the sums secured by the  
occupancy in the Premises, Lender may, at Lender's  
Borrower is and remains a beneficiary and which  
does not relate to a transfer of rights of  
Borrower becomes an owner of the Premises, or (h)  
a transfer into an inter vivos trust in which the  
settlement agreement, by which the spouse of the  
agreement, or from an incidental property

Office

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. Krueger, 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 15 day of May, 1989.



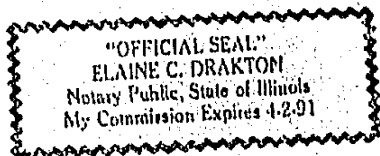
Elaine C. Drakton  
Notary Public

My Commission Expires: 4-2-91

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, Elaine Drakton, a Notary Public in and for said county and state, do hereby certify that Liane J. Barberousse and Marie Barberousse, 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 15 day of May, 1989.



Elaine C. Drakton  
Notary Public

My Commission Expires: 4-2-91

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## EXHIBIT "A"

Lot 2 in Henry L. Greunds Resubdivision of Lots 5 to 14 inclusive in Wells and Nash's resubdivision of Blocks 5, 6, 11, and 13 in the Subdivision of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PIN # 25-17-000-053

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

**BOX 168**

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