

EQUITYMONEY LOAN AMENDMENT AND  
MODIFICATION AGREEMENT (EMI)

WHEREAS, James R. Patton and Karen J. Patton ("Borrower") executed an Equity-Money Loan Agreement with BANK OF RAVENSWOOD, an Illinois Banking Corporation ("Bank") and a Promissory Note to the order of BANK OF RAVENSWOOD, both in the original amount of \$ 9,700.00, dated May 26, 1983 (collectively, "Loan Documents"); and

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 balance; and

WHEREAS, 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 an event of default thereunder; and

WHEREAS, to secure said Note and Agreement a Trustee's Mortgage/Mortgage of even date therewith was executed to Bank, and was recorded as Document No. 26629379 with the Cook County Recorder's Office to encumber the property commonly known as 574 N. Drake Chicago, Illinois 60659 and equally described as follows:

See Legal Description Rider Attached Hereto;

F.I.N. 13-02-418-006 and

WHEREAS, the EquityMoney Loan Agreement reserved 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 Documents, and Trustee's Mortgage/Mortgage securing the loan;

NOW THEREFORE, in consideration of the above premises and the mutual promises of the parties hereto, IT IS HEREBY AGREED, that effective on \_\_\_\_\_ ("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 For advances made on, prior to or after the Effective Date, Section III of the Loan Agreement is cancelled, rescinded and held for naught, and the following Section III is hereby substituted therefor: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 Borrower'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 the termination of the Loan Agreement 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 Effective Date of this Agreement, plus 1%; and further, for the period from the Effective Date of this Agreement through December 31, 1990, the FINANCE CHARGE shall not exceed 1% APR.

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 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.

2. 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:

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89230128



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UNOFFICIAL COPY

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Property of Cook County Clerk's Office

COOK COUNTY RECORDER  
#5240 \* 89-230128  
FROM 08/22/89 TO 09/08/89

813 00

89230128

LOT 31 IN BLOCK 67 IN W.F. WALTER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO (EXCEPT STREETS HERETOFORE DEDICATED) IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Legal Description Rider