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COOK COUNTY RECORDER

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#0016004052

CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Agreement." This document, which is dated February 8, 1990, and exhibits and riders attached to this document will be called the "Agreement."

(B) "Borrower." Michael A. Fabian and Marilyn K. Fabian, husband and wife will be called "Borrower" and sometimes "I" or "me." Borrower's address is 2129 N. Winchester Chicago, IL 60614

(C) "Lender." Pathway Financial will be called "Lender" and sometimes "Note Holder." Lender is a corporation or association which exists under the laws of United States of America. Lender's address is 100 N. State Street, Chicago, IL 60602

(D) "Mortgages." The mortgages, deeds of trust or other security instruments identified below and any additional security instruments and related agreements identified in Exhibit A to this Agreement will be called the "Mortgages."

(1) The Mortgage given by Michael A. Fabian and Marilyn K. Fabian AKA Marilyn Kay Fabian and dated September 20, 1985 in favor of Pathway Financial securing the original principal amount of U.S. \$ 34,800.00. This Mortgage is on a Fannie Mae Freddie Mac Security Instrument and [was recorded on September 24, 1985, in the County of Cook Document #85-201599, State of Illinois]

[Strike and complete as appropriate.] At this date, the unpaid principal balance secured by this Mortgage is U.S. \$ 33,847.84 [Strike if not applicable.]

(2) The Mortgage given by [Strike] and dated [Strike] in favor of [Strike] securing the original principal amount of U.S. \$ [Strike] This Mortgage was recorded on [Strike], 19 [Strike], in the [Strike] State of [Strike] at [Strike] At this date, the unpaid principal balance secured by this Mortgage is U.S. \$ [Strike if not applicable.]

(3) The Mortgage given by [Strike] and dated [Strike] in favor of [Strike] securing the original principal amount of U.S. \$ [Strike] This Mortgage was recorded on [Strike], 19 [Strike], in the [Strike] State of [Strike] at [Strike] At this date, the unpaid principal balance secured by this Mortgage is U.S. \$ [Strike if not applicable.]

(E) "Note Holder." Lender or anyone who succeeds to Lender's rights under this Agreement and who is entitled to receive the payments I agree to make under this Agreement may be called the "Note Holder."

(F) "Notes." The Notes identified below and any additional Notes and related obligations identified in Exhibit A to this Agreement will be called the "Notes":

- (1) The Note secured by the Mortgage identified in Section (D)(1) above and dated September 20, 1985
- (2) The Note secured by the Mortgage identified in Section (D)(2) above and dated [Strike], 19 [Strike]
- (3) The Note secured by the Mortgage identified in Section (D)(3) above and dated [Strike], 19 [Strike]

(G) "Property." The property which is described in the Mortgage(s) and in Exhibit B to this Agreement, will be called the "Property." [Strike italics if not applicable.] The Property is located at: 2127 N. Winchester [Street]

Chicago [City] Cook [County] Illinois 60614 [State and Zip Code]

Tax #14-31-209-009

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Handwritten signature/initials

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The following instructions apply if this Agreement is used for a consolidation, extension or modification of a single family loan intended for possible sale to Fannie Mae or Freddie Mac —

- (1) All notes, security instruments, the most recent consolidation agreement and related agreements that modify, consolidate or extend prior underlying obligations and which predate this Agreement must be listed in this Agreement or in an Exhibit to this Agreement.
- (2) For sales of whole loans to Fannie Mae and Freddie Mac, the Seller Lender must deliver the executed original of this Agreement and all exhibits to it (or a certified true copy from the recording clerk, if the original is not yet available), together with each original Note which is the original evidence of any part of Borrower's indebtedness set out in this Agreement.
- (3) If new funds are advanced at the time of the consolidation and modification evidenced by this Agreement, the new obligation must be evidenced by a new note and a new mortgage on the current Fannie Mae/Freddie Mac Single Family Uniform Instruments. This new loan will then become a part of the Consolidated Note and the Consolidated Mortgage. It is not necessary that the repayment terms of the new loan, as set out in the new note, reflect the terms of the Consolidated Note; the applicable repayment terms for the total indebtedness are supplied by this Agreement (see Section IV).
- (4) The dollar amount entered in the first blank in Section I and the dollar amount entered in the blank in Section IV(1) should be the same. The amount entered in the last blank in Section I should be completed with the dollar amount of the new loan, if any, made in connection with this consolidation. Enter a "zero" if no new loan was made in connection with this consolidation.
- (5) The repayment terms of the Consolidated Note (e.g. the consolidated principal amount, the monthly principal and interest payment, the interest rate and provisions for any interest rate and monthly payment changes applicable to the consolidated obligation) are restated in this Agreement by completion of the appropriate blanks in Section IV. If the Consolidated Single Family loan has an adjustable interest rate (or other alternative mortgage loan provisions), the appropriate Fannie Mae or Freddie Mac Rider must be attached as Exhibit C to this Agreement and recorded together with it. The terms of the Consolidated Mortgage, as changed by this Agreement, must be the current version of the Uniform and Non-uniform Covenants from the security instrument for the appropriate jurisdiction, together with any applicable riders. These terms are supplied by means of Exhibits C (if any) and D to this Agreement.

INSTRUCTIONS

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County Clerk's Office

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I promise and I agree with Lender as follows:

I. BORROWER'S AGREEMENT ABOUT OBLIGATIONS UNDER THE NOTES AND MORTGAGES

I agree to take over all of the obligations under the Notes and Mortgages as consolidated and modified by this Agreement as Borrower. This means that I will keep all of the promises and agreements made in the Notes and Mortgages even if some other person made those promises and agreements before me. The total unpaid principal balance of the Notes is U.S. \$ 33,847.84. Of this amount, U.S. \$ -0- was advanced to me (or for my account) immediately prior to this consolidation.

II. AGREEMENT TO COMBINE NOTES AND MORTGAGES

By signing this Agreement, Lender and I are combining into one set of rights and obligations all of the promises and agreements stated in the Notes and Mortgages including any earlier agreements which combined or extended rights and obligations under any of the Notes and Mortgages. This means that all of Lender's rights in the Property are combined so that under the law Lender has one mortgage and I have one loan obligation which I will pay as provided in this Agreement.

III. THE CONSOLIDATED NOTE AND THE CONSOLIDATED MORTGAGE

This combining of notes and mortgages is known as a "consolidation." The Notes together will be called the "Consolidated Note." The Mortgages together will be called the "Consolidated Mortgage." The Consolidated Mortgage secures the Consolidated Note and is a single lien upon the Property. I have no right of set-off or counterclaim or defense to the obligations of the Consolidated Note or the Consolidated Mortgage.

IV. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED NOTE

Lender and I agree to change the terms of the Consolidated Note. The new terms are:

1. Borrower's Promise to Pay Principal and Interest

I promise to pay the principal that has not yet been paid under the Consolidated Note, plus interest, to the order of Lender. That principal amount is U.S. \$ 33,847.84. Interest will be charged on unpaid principal as provided in this Agreement beginning on the date of this Agreement until the full amount of principal has been paid.

2. Payments

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on November 1

19 89. I will make these payments every month until I have paid all of the principal and interest and any other charges that I may owe under this Agreement and the Consolidated Note. My monthly payments will be applied interest before principal. If on October 1, 2015, I still owe amounts under this Agreement or the Consolidated Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 585 First Bank Drive, Palatine, IL 60067

or at a different place if required by the Note Holder.

(B) Interest Rate

I will pay interest at a yearly rate of 10.725 %. The interest rate required by this Section 2(B) is the rate I will pay both before and after any default described in Section 3(C) of this Consolidated Note. [Strike italics if not applicable.]

(C) Monthly Payments

Each of my monthly payments will be in the amount of U.S. \$ 322.50 (principal and interest only) [Strike italics if not applicable.]

3. Borrower's Failure to Pay as Required

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. I will also be in default if I do not keep my promises and agreements under this Agreement and the Consolidated Mortgage.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

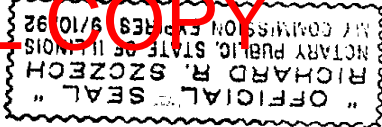
(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

4. Borrower's Right to Prepay

(A) Borrower's Right to Make Prepayments

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.



STATE OF ILLINOIS, Cook COUNTY ss: I, Richard R. Szczech, a Notary Public in and of said county and state, do hereby certify that MICHAEL A. FABIAN, KAY FABIAN, personally known to me to be the same person(s) whose name(s) was subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed 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 20th day of February, 1992, My Commission expires: 9-10-92

[Space Below This Line For Acknowledgments]

(Sign Original Only)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)



Palatine, IL 60067

Return To: First Western Mortgage Corp. 585 First Bank Drive

Prepared By: Michael Hoschett

By: [Signature]

Pathway Financial

By signing this Agreement, Lender and I agree to all of the above. to keep all of Lender's agreements made in this Agreement.

Lender and I agree that any person who takes over my rights or obligations under this Agreement will have all of my rights and will be obligated to keep all of my promises and agreements made in this Agreement. Similarly, any person who takes over Lender's rights or obligations under this Agreement will have all of Lender's rights and will be obligated to keep all of Lender's promises and obligations contained in this Agreement. The Note Holder may enforce its rights under this Agreement against each of us individually or against all of us together.

If more than one person signs this Agreement as Borrower, each of us is fully and personally obligated to keep all of Borrower's promises and obligations contained in this Agreement. The Note Holder may enforce its rights under this Agreement against each of us individually or against all of us together.

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Property of Cook County Clerk's Office

LOT 67 IN BLOCK 41 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31,
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS, EXCEPT THAT PORTION CONVEYED FOR HIGHWAY
PURPOSES TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE
OF ILLINOIS BY DOCUMENT 16541760, RECORDED APRIL 5, 1956.

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