

91603767

AGREEMENT TO CONVERT

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WHEREAS, IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION, hereinafter the "Lender" loaned **DEBRA D. ESTON**

hereinafter, the "Borrower," the sum of **ONE HUNDRED FORTY FIVE THOUSAND DOLLARS AND NO CENTS** (\$ 145,000.00), hereinafter the "Adjustable Rate Loan," evidenced by an Adjustable Rate Note dated November 17, 1988, hereinafter the "Note" and secured by a Mortgage of the same date recorded as Document No. 8853994 in COOK County, Illinois on November 23, 1988, hereinafter the "Security Instrument," the Security Instrument creating a first mortgage lien on certain real property as legally described in Exhibit A attached hereto and made a part hereof, hereinafter the "Property" and located at:

1087 N. AUBURN WOODS DR., PALATINE, IL. 60067 [Property Address]

WHEREAS, the Borrower wishes to convert and modify the above mentioned Adjustable Rate Loan to a fixed interest rate loan and said Lender is willing to consent to said conversion and modification as provided hereinafter and below;

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Note is hereby modified and amended as follows:

115.50
T12222 TRAN 2070 11/15/91 14:48:00
#1329 + 15 * - 91-603767
COOK COUNTY RECORDER

I. Section 2 is changed to read:

2. INTEREST

Interest will be charged on the unpaid principal until the full amount of principal has been paid.

I will pay interest at a yearly rate of 9.165 % both before and after any default described in Section 8(B) of this Note.

II. Section 3(B) is changed to read:

(B) AMOUNT OF MY MONTHLY PAYMENTS

Each of my monthly payments beginning with the payment due on January 1, 1992, will be in the amount of U.S. \$ 1166.56

III. Sections 3(C), 4 and 5 are deleted in their entirety.

IV. Section 6 is changed to read:

6. BORROWER'S RIGHT TO PREPAY

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.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under the Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes.

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In addition to the modifications to the Note stated above, and notwithstanding any and all contrary provisions contained in the Adjustable Rate Rider to the Security Instrument, borrower understands that, upon the Borrower's signing of this Agreement, the Lender will have the option to require immediate payment in full of all the sums secured by the Security Instrument if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, as provided in Uniform Covenant 17 of the Security Instrument.

Except as stated in this Agreement, Borrower's promise to pay and the covenants and agreements under the Note and under the Security Instrument continue without change.

IN WITNESS WHEREOF, the Borrower and Lender have executed this instrument at Chicago, Illinois this 12th day of November, 1991.

Irving Federal Savings
and Loan Association NOW KNOWN
Name of Lender AS IRVING FEDERAL
BANK FOR SAVINGS

Debra D. Eston
DEBRA D. ESTON -Borrower

BY: Grady E. Lake
GRADY E. LAKE
TITLE: EXECUTIVE VICE PRESIDENT

-Borrower

ATTEST: Evelyn M. Rutkowski
EVELYN M. RUTKOWSKI
TITLE: SECRETARY

-Borrower

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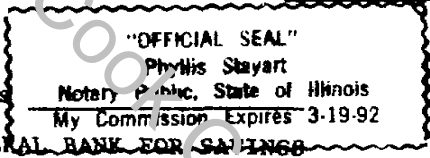
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STATE OF ILLINOIS -
- SS.
COUNTY OF Cook -

I, PHYLLIS STAYART, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT GRADY E. LAKE, EXEC. VICE PRES. of Irving Federal Savings and Loan Association* and EVELYN M. RUTKOWSKI, SECRETARY of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such EXEC. VICE PRESIDENT and SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes as therein set; and the said Assistant Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 12th day of November, A. D. 1991.

Phyllis Stayart
Notary Public



My commission expires

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS -
- SS: 347-32-8547
COUNTY OF Cook -

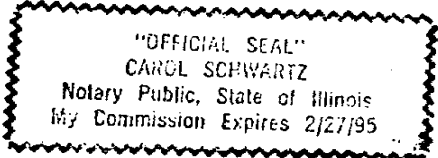
91603767

I, DEBRA D. ESTON, a Notary Public in and for the said county and state, DO HEREBY CERTIFY THAT DEBRA D. ESTON personally appeared before me and is (~~known~~) 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 HER free and voluntary act and deed and that SHE executed said instrument for the purposes and uses therein set forth.

GIVEN under my hand and Notarial seal this 9th day of November, A. D. 1991.

Carol Schwartz
Notary Public

My commission expires 2/27/95



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LEGAL DESCRIPTION UNIT 1

THAT PART OF LOT 15 IN AUBURN WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10 AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1907 AS DOCUMENT NO. 07309313 AND RERECORDED SEPTEMBER 15, 1907 AS DOCUMENT NO. 07504960, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15 IN SAID AUBURN WOODS; THENCE SOUTH 09 DEGREES 51 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 15 FOR A DISTANCE OF 62.03 FEET; THENCE LEAVING SAID NORTH LINE AND RUNNING SOUTH 00 DEGREES 06 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 107.70 FEET TO A POINT ON THE SOUTHERLY MOST SOUTH LINE OF SAID LOT 15; THENCE NORTH 89 DEGREES 51 MINUTES 06 SECONDS WEST ALONG SAID SOUTHERLY MOST SOUTH LINE OF LOT 15 FOR A DISTANCE OF 32.42 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 00 DEGREES 08 MINUTES 54 SECONDS EAST ALONG THE EASTERLY MOST WEST LINE OF SAID LOT 15 A DISTANCE OF 17.65 FEET TO THE EASTERLY MOST SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 09 DEGREES 51 MINUTES 06 SECONDS WEST ALONG THE NORTHERLY MOST SOUTH LINE OF SAID LOT 15 FOR A DISTANCE OF 30.00 FEET TO THE WESTERLY MOST SOUTHWEST CORNER; THENCE NORTH 00 DEGREES 09 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 15 FOR A DISTANCE OF 90.06 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 6,211 SQUARE FEET, MORE OR LESS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS TO THE RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION AS IF RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX NUMBER: 02-10-307-084-0000



THIS DOCUMENT PREPARED BY:
PHYLLIS STAYART
3515 W. IRVING PARK ROAD
CHICAGO, IL. 60618

DeKalb County Clerk's Office 91503767

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11/16/2011

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