

(Space Above This Line For Recording Data)

MODIFICATION OF MORTGAGE/DEED OF TRUST/SECURITY INSTRUMENT

THIS AGREEMENT made this 14th day of NOVEMBER, 1990 by and between PAUL J. FECKO, JR. AND JOANNE M. FECKO, HUSBAND AND WIFE (hereinafter called the Borrowers, whether one or more) and SEARS MORTGAGE CORPORATION, an Ohio Corporation (hereinafter called the Lender).

WITNESSETH:

WHEREAS, Borrowers executed a Note and Mortgage/Deed of Trust/Security Instrument dated MAY 31, 1990 describing property in COOK County, State of ILLINOIS, as follows:

That part of lot 38 in Cobbler's crossing unit 3, being a subdivision in the South 1/2 of Section 7, Township 41 North, Range 9, East of the third principal meridian, according to the plat thereof recorded July 19, 1989 as Document No. 89328812, described as follows: commencing at the southeast corner of said lot 38; thence north 19 degrees 46 minutes 23 seconds west along the easterly line of said lot 38, 58.03 feet to a point for a place of beginning; thence south 73 degrees 07 minutes 32 seconds west, 110.16 feet to the westerly line of said Lot 38, being also the easterly line of Bent Ridge Lane; thence northwesterly along said last described line, being a curved line convex northeasterly and having a radius of 225.00 feet, an arc distance of 26.03 feet thence north 73 degrees 07 minutes 32 seconds east, 109.68 feet to the easterly line of said lot 38; thence south 19 degrees 46 minutes 23 seconds east along the easterly line of said Lot 38, 26.03 feet to the place of beginning, in Cook County, Illinois.

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for the purpose of securing an indebtedness of \$ 103,200.00 to the Lender, which Mortgage/Deed of Trust/Security Instrument was recorded on [blank] as Instrument No. [blank] in Book [blank] Page [blank], Official Records, in the Office of the County Recorder of COOK County, State of ILLINOIS; and

WHEREAS, the Parties hereto desire, and hereby agree, to modify said Mortgage/Deed of Trust/Security Instrument so as to accurately set forth the correct

THE LEGAL DESCRIPTION

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the parties hereto do hereby amend and modify said Mortgage/Deed of Trust/Security Instrument by deleting therefrom the following paragraph(s) of Section [blank] on Page [blank] of the Mortgage/Deed of Trust/Security Instrument:

PARCEL 1: Lot 38-4 In Cobbler's Crossing Unit 3, Being a subdivision in the South 1/2 of section 7, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: A non-Exclusive Easement for Ingress and Egress for the benefit of Parcel 1 as created by Declaration recorded as document number 89-185738.

PIII No. 06-07-200-005

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and by substituting in place thereof the following paragraph(s), originally intended to be set forth therein:  
That part of lot 38 in Cobbler's crossing Unit 3, being a subdivision in the south 1/2 of section 7, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded July 19, 1989 as document No. 89328812, described as follows: commencing at the southeast corner of said lot 38; thence north 19 degrees 46 minutes 23 seconds west along the easterly line of said lot 38, 58.03 feet to a point for a place of beginning; thence south 73 degrees 07 minutes 32 seconds west, 110.16 feet to the westerly line of said lot 38, being also the easterly line of Bent Ridge Lane; thence northwesterly along said last described line, being a curved line convex northeasterly and having a radius of 225.00 feet, an arc distance of 26.03 feet; thence north 73 degrees 07 minutes 32 seconds east, 109.68 feet to the easterly line of said Lot 38; thence south 19 degrees 46 minutes 23 seconds east along the easterly line of said lot 38, 26.03 feet to the place of beginning, in Cook County, Illinois.

It is also agreed by and between the parties hereto that:

If all or part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage/Deed of Trust/Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Mortgage/Deed of Trust/Security Instrument. If the Borrower fails to pay these sums prior to expiration of this period, the Lender may invoke any remedies permitted by the Mortgage/Deed of Trust/Security Instrument without further notice or demand on the Borrower.

The Borrower also will comply with all other covenants, agreements, and requirements of the Mortgage/Deed of Trust/Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Mortgage/Deed of Trust/Security Instrument.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Mortgage/Deed of Trust/Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and the Mortgage/Deed of Trust/Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

It is further agreed by and between the parties hereto that in all other respects not inconsistent herewith the terms of said Mortgage/Deed of Trust/Security Instrument shall remain in full force and effect, and be binding hereon.

This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Paul J. Fecko, Jr. (Seal)  
PAUL J. FECKO, JR. Borrower  
Joanne M. Fecko (Seal)  
JOANNE M. FECKO Borrower

[Signature] (Seal)  
Borrower  
[Signature] (Seal)  
Borrower

SEARS MORTGAGE CORPORATION,  
an Ohio Corporation (the Lender)

by: [Signature]

When recorded, mail to:  
Sears Mortgage Corporation  
300 KNIGHTSBRIDGE PARKWAY Suite 350  
LINCOLNSHIRE, IL 60069  
Attention: CAROL MILLS

Loan No.

STATE OF \_\_\_\_\_ (Space Below This Line For Acknowledgement) \_\_\_\_\_  
County ss: \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify

that \_\_\_\_\_, personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

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