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BURTON
Loan No. 44222/739
11-013680-7

REPUBLIC FEDERAL SAVINGS BANK

92838499

LOAN MODIFICATION AGREEMENT TO EXTEND MATURITY DATE TO CHANGE INTEREST RATE

DEPT-01 RECORDING \$49.00
T00010 TRAM 4158 11/10/92 11:28:00
19426 # * - 92 - 838499
COOK COUNTY RECORDER

This Modification Agreement is dated as of the 1st day of August, 1992 and is made between Chicago Title and Trust Company, not personally, but as Trustee, under Trust Agreement dated July 28, 1989 and known as Trust No. 1093370 ("Borrower") and Resolution Trust Corporation as Conservator of Republic Federal Savings Bank, 4600 West Lincoln Highway, Matteson, Illinois, its successors and assigns ("Lender").

UNDERSTANDINGS

A. WHEREAS, on June 5, 1992, Republic Savings Bank, F.S.B. was closed by the Office of Thrift Supervision ("OTS") pursuant to Section 5(d) (2) (A) of the Home Owners Loan Act of 1933 ("HOLA") as amended by Section 301 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"). OTS pursuant to order number 92-243 appointed the Resolution Trust Corporation ("RTC") as Receiver of Republic Savings Bank, F.S.B.

B. WHEREAS, on June 5, 1992, the OTS by order number 92-243 chartered Republic Federal Savings Bank, as a federal mutual savings bank, and pursuant to Section 5(d) (2) (B) (i) of HOLA, appointed the RTC as Conservator for Republic Federal Savings Bank.

C. WHEREAS, on June 5, 1992, the RTC as Receiver of Republic Savings Bank, F.S.B. and the RTC as Conservator of Republic Federal Savings Bank entered into a Purchase and Assumption Agreement whereby the RTC as Conservator of Republic Federal Savings Bank purchased substantially all the assets, deposits and secured liabilities of the RTC as Receiver of Republic Savings Bank, F.S.B.

D. WHEREAS, as a result of the transfer from the RTC as Receiver of Republic Savings Bank, F.S.B. to the RTC as Conservator of Republic Federal Savings Bank, RTC as Conservator of Republic Federal Savings Bank, having a mailing address of 4600 West Lincoln Highway, Matteson, Illinois 60443, is the owner and holder of the below mentioned Note and Mortgage.

E. Borrower executed a Mortgage in favor of Lender dated as of August 17, 1989 and registered September 5, 1989 with the Cook County Registrar of Titles as Document No. 3822493 (the "Mortgage") and recorded September 15, 1989 with the

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Cook County Recorder of Deeds as Document No. 89429597 (the "Mortgage") and re-recorded November 7, 1990 as Document No. 90543120 encumbering the real estate on Exhibit A attached hereto and made a part hereof.

F. Borrower executed a Loan Modification Agreement dated August 1, 1990, and registered November 13, 1990 with the Cook County Registrar of Titles as Document No. 3925856 and recorded November 9, 1990 with the Cook County Recorder of Deeds under Document No. 90549226 encumbering the real estate on Exhibit A attached hereto and made a part hereof extending the maturity dated to August 1, 1991.

G. Borrower executed a Loan Modification Agreement dated AUGUST 1, 1991 and recorded March 10, 1992 with the Cook County Recorder of Deeds under Document No. 92152615 encumbering the real estate on Exhibit A attached hereto and made a part hereof extending the maturity date to August 1, 1992.

H. The Mortgage secures the indebtedness, obligations and liabilities of Borrower pursuant to a Promissory Note in the original amount of \$112,000.00, dated August 17, 1989, payable to Lender and executed by Borrower (the "Note").

I. The principal balance of the Note is due and payable on August 1, 1992 ("Maturity Date"). As of this Modification Agreement date, the outstanding principal balance due is \$59,522.55.

J. The accrued and unpaid interest on the outstanding principal balance of the Note as of this Modification Agreement dated is \$645.40.

K. Borrower wishes to extend the Maturity Date of the Note and Mortgage, Lender is willing to do so.

L. Borrower wishes to change the Interest Rate and payment terms of the Note and Mortgage, Lender is willing to do so.

NOW THEREFORE, in consideration of the Understandings set forth above, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. The Maturity Date of August 1, 1992 as set forth in the Loan Modification Agreement dated August 1, 1991 is hereby deleted and the following inserted in lieu thereof:

August 1, 1995

2. The Interest Rate of 12.500% as set forth in the Note is hereby deleted and the following inserted in lieu thereof:

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9.500%

3. The terms and provisions of Section 3 Payments of the Note are hereby deleted and the following inserted in lieu thereof:

Payments shall be made in accordance with the terms and provisions of the Balloon Payment Note Rider dated August 1, 1992, attached hereto and made a part hereof as Exhibit B.

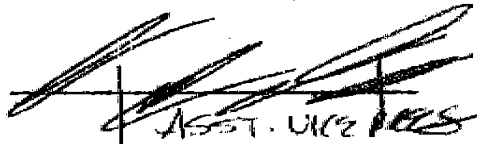
4. In all other respects, the terms and provisions of the Note and Mortgage shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Modification Agreement as of the day and year first above written.

LENDER:

BORROWER:

RESOLUTION TRUST CORPORATION
as Conservator of Republic Federal Savings Bank, as successor in interest to Republic Savings Bank, F.S.B.




ASST. VICE PRES

By: 
Dennis Huffman
Managing Agent

CHICAGO TITLE & TRUST CO.
Trustee, not personally but as Trustee under Trust Agreement dated July 28, 1989, and known as Trust No. 1093370.

ATTEST:

By: 
Its: ASST. VICE PRES

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee shall be enforceable and every one of them, made and intended not as separate covenants, indemnities, representations, covenants, undertakings, and agreements, but as parts of one and the same agreement, and the Trustee shall not be bound by any one of them unless and until the same have been read and approved by the Trustee in person or by its duly authorized agent, and the Trustee's liability shall not be limited or otherwise affected by the fact that any one of them may be asserted or enforceable against the Trustee.

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Notary Public's Office

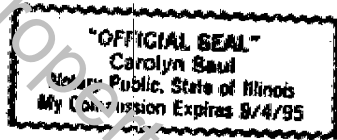
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STATE OF ILLINOIS

COUNTY OF Cook

I, CAROLYN SAUL, a Notary Public in and for said County, in the State aforesaid, do hereby certify that UPBANKING GROUP INC VICE PRES OF CHINA ADRIEN RESTO personally known to me to be the same RESTO whose subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes set forth.

GIVEN, under my hand and notarial seal this day of OCT 2 1992, 1992.



Carolyn Saul
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS

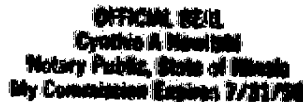
COUNTY OF COOK

I, CYNTHIA A. NOVITZKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. Dennis Huffman of the Resolution Trust Corporation as Conservator of Republic Federal Savings Bank and Sandra L. Bean of said association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managing Agent and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said association for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 9th day of OCTOBER 1992.

Cynthia A. Novitzki
Notary Public

My Commission Expires: _____



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EXHIBIT "A"

To Loan Modification Agreement dated August 1, 1992 between Chicago Title and Trust Company, Trustee, not personally but as Trustee under Trust Agreement dated July 28, 1989, and known as Trust No. 1093370, Borrower and Resolution Trust Corporation as Conservator of Republic Federal Savings Bank, Lender.

Parcel 2: The south 1/2 of Lot 5 and all of Lot 6 in Block 64 in Harvey, being a Subdivision of part of Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: Lots 29 and 30 and the South 1/2 of Lot 31 in Block 139 in Harvey, a Subdivision in the east 1/2 of the northeast 1/4 of Section 18, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 15210 Center Avenue, Harvey, IL
15235 Wood Street, Harvey, IL

Property Index Nos. 29 17 111 022
29 18 212 019
29 18 212 018

Document Prepared By:

Peggy Kebert
Republic Federal Savings Bank
4600 West Lincoln Highway
Matteson, IL 60443

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Property of Cook County Clerk's Office

EXHIBIT B

To Loan Modification Agreement
Dated August 1, 1992, Between
Leroy Burton, Borrower and
Resolution Trust Corporation as Conservator of
Republic Federal Savings Bank, Lender

BALLOON PAYMENT NOTE RIDER

THIS BALLOON PAYMENT NOTE RIDER ("Rider") is made this 1st day of August, 1992, and is incorporated into and shall be deemed to amend and supplement a Note in the amount of \$112,000.00 and August 17, 1989, executed by the undersigned ("Borrower") to Resolution Trust Corporation as Conservator of Republic Federal Savings Bank ("Lender") secured by a Mortgage dated August 17, 1989.

In addition to the agreements and provisions made in said Note and Mortgage, both Borrower and Lender further agree as follows:

Any provisions of said Note, Mortgage or other such instruments executed in connection with said indebtedness which are inconsistent with the provisions of this Rider, including, but not limited to, monthly payments of principal and interest, maturity date and notice to the Borrower are hereby amended or negated to the extent necessary to conform such instruments to the provisions of the Rider.

The following notice is given to the Borrower as part of this loan contract pursuant to Federal regulations:

THIS LOAN IS PAYABLE IN FULL AT THE END OF THREE YEARS. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER OR LOWER THAN THE INTEREST RATE ON THIS LOAN. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME.

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Office

At least forty-five (45) but not more than ninety (90) days prior to the maturity of a Balloon Payment Loan, the Lender must send the Borrower a notice which states, among other things, the maturity date, the balance due at maturity (assuming all scheduled payments due between notification and maturity have been made), and whether and under what conditions the Lender will refinance the loan.

This Balloon Payment Loan shall be due and payable on August 1, 1992. Payment on this Balloon Payment Loan shall be as follows:

Consecutive monthly principal and interest installments of \$626.11 first due on the 1st day of September, 1992. Such payments to continue until maturity when the remaining principal balance and any unpaid interest thereon shall be due and payable.

IN WITNESS WHEREOF, Borrower has executed this Balloon Payment Note Rider as of August 1, 1992.



CHICAGO TITLE AND TRUST CO.
Trustee, not personally but
as Trustee under Trust Agree-
ment dated July 28, 1989, and
known as Trust No. 1093370.

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I hereby understand and agree to the terms and conditions of the above instrument, including but not limited to the fact that the above instrument is a deed and that the above instrument is subject to the terms and conditions of the Trust Agreement dated July 28, 1989, and known as Trust No. 1093370. I understand that the above instrument is a deed and that the above instrument is subject to the terms and conditions of the Trust Agreement dated July 28, 1989, and known as Trust No. 1093370. I understand that the above instrument is a deed and that the above instrument is subject to the terms and conditions of the Trust Agreement dated July 28, 1989, and known as Trust No. 1093370.

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