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93148109

AMENDMENT TO MORTGAGE

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Amendment made as of the first day of February, 1992 between BOSTON SAFE DEPOSIT AND TRUST COMPANY, whose address is One Boston Place, Boston, Massachusetts 02108 ("Lender") and Bernard F. Sergesketter and Mary H. Sergesketter, residing at 475 Ash Street, Winnetka, Illinois 60093 ("Borrower" or "I" or "My").

R DEPT-01 RECORDINGS \$27.50  
149499 TRAN 0819 02/26/93 12:15:00  
H9220 W \*--93--148109  
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS:

- A. On April 4, 1985, Borrower executed and delivered a security instrument with an adjustable rate rider in favor of Lender, which was recorded with Cook County, Document No. 27502022 (collectively referred to as the "Security Instrument"), which is a first lien against the property located at 475 Ash Street, Winnetka, Illinois, and more particularly described on Schedule "A" annexed hereto. The Security Instrument secures payment of a Three Hundred Seventy Thousand and 00/100 (\$370,000.00) Dollar adjustable rate note dated April 4, 1985<sup>(1)</sup> made by Borrower in favor of Lender (the "Note");
- B. Certain provisions of the Note have been modified pursuant to a Modification Agreement executed simultaneously herewith; and
- C. The parties desire to modify certain provisions of the Mortgage hereinafter set forth.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the parties hereby agreed to modify the Security Instrument as follows:

- I. Section A of the adjustable rate rider, is deleted and the following is substituted therefor:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note as amended provides for an interest rate, as of the date of the Modification Agreement, of 8.125%. The Note as amended provides for changes in the interest rate and the monthly payments.

- II. Paragraphs (A), (B), (C), and (D) of Section 4 of the adjustable rate rider are deleted and the following are substituted therefor:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of February, 1997, and on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

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## The Index

Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give notice to the parties hereto of this choice.

## (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three-quarters percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this calculation to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

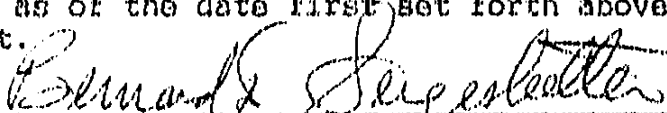
## (D) Limits on Interest Rate Changes

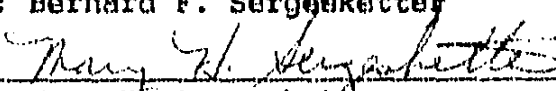
The interest rate I am required to pay at the first Change Date will not be greater than 10.125% or less than 6.125%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.125%.

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- III. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Instrument. Except as otherwise stated in this Amendment, Borrower's promise to pay and the Borrowers and the Mortgagor's covenants and agreements under the Note and under the Security Instrument continue without change.

In Witness Whereof, Borrower and Mortgagor have executed this Amendment as of the date first set forth above as a sealed instrument.

  
Borrower: Bernard F. Sergesketter

  
Borrower: Mary H. Sergesketter

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State of Illinois

Cook

County, SS:

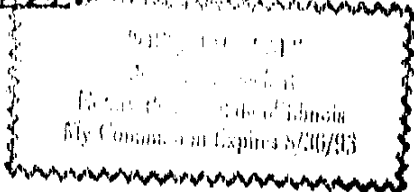
On this 6th day of February, 1992, before me personally came Bernard F. Sergesketter and Mary H. Sergesketter to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same.

[Seal]

Jessie K. Muehlebach  
Notary Public

My Commission expires

August 30, 1993



RETURN RECORDED DOCUMENTS TO:

Boston Safe Deposit and Trust Company  
One Boston Place, OBOIG  
Mortgage Closing Department  
Boston, Massachusetts 02108

Accepted for Boston Safe Deposit and Trust Company

By

R. A. Cramer

Roy A. Cramer, Attorney for Boston Safe Deposit and Trust Company

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## SCHEDULE A

That part of a tract of land said Tract being all that part of Lot 6 of Graves Subdivision in Minnetka as recorded January 31, 1882 in Book of Plats No. 16 Page 71 as Document 372,637 and part of vacated Fairview Avenue (formerly Graves Place) vacated by Ordinance recorded May 23, 1918 as Document 6,328,904 in Book 13299, page 490, described as follows: Beginning at a point in the South line of said Lot 6, being the North line of Ash Street and 57 feet East of the Southwest corner of said Lot 6; thence North along straight line 186.5 feet to a point in a line midway between the North line of said Ash Street and the South line of Cherry Street said point being 57 feet East (as measured on said midway line) from the West line of said Lot 6; thence East on said midway line 48 feet to a point 186.4 feet North of the South line of said Lot 6; thence Northeasterly along a straight line 55.85 feet to a point in the Easterly line of said Lot 6, 45 feet Northwesterly (as measured along the Easterly line of said Lot 6 from the intersection of said midway line extended East with the Easterly line of said Lot 6); thence Northeasterly along said Northeasterly line extended in a straight line 30.02 feet to the middle line of said Fairview Avenue as vacated; thence Southeasterly along said middle line and said middle line extended and parallel with the Easterly line of said Fairview Avenue as vacated 174.2 feet to a point in the Northerly line of Ash Street as extended from the East; thence Southwesterly along said Northerly line of Ash Street as extended from the East and said Northerly line of Ash Street being the Southerly line of said Lot 6, 260.42 feet to the point of beginning, lying Easterly of a straight line passing through a point in the Southerly line of said above described tract an. 100 feet (as measured along the Southerly line of said tract) Southwesterly from the Southeast corner of said tract and said straight line passing through a point in the Northerly line of said above described tract and 77 feet (as measured along the Northerly line of said tract) Southwesterly from the Northeasterly corner of said tract, all in the North 1/2 of Fractional Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

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