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DEPT-01 RECORDING \$27.50
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#1973 # RV #-96-505805
COOK COUNTY RECORDER

MODIFICATION AGREEMENT

LOAN NO. 903194

(FOR RECORDER'S USE)

MODIFICATION AGREEMENT, made May 31, 1996, between First of America Bank Northeast Illinois nka First of America Bank Illinois (the "Mortgagee") of 200 North Milwaukee Avenue Libertyville, Illinois 60048, and Edward Hopkins and Diane Hopkins Husband and Wife (the "Mortgagor") of 165 West Wayne Wheeling, Illinois 60090.

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RECITALS:

A. The Mortgage is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated May 7, 1990 in the original amount of Sixty Five Thousand and 00/100 (\$ 65,000.00) DOLLARS (the "Note"); and

B. The Note is secured by a certain real estate mortgage of even date with the Note and recorded May 16, 1990, as Document Number 90-218555, in the office of the Recorder for Cook County, Illinois (the "Mortgage"), on the real property described on Exhibit "A" attached hereto (the "Mortgaged Premises"); and further Modified October 20, 1995 and Recorded December 7, 1995 Document Number 95-851125 and

C. The Mortgagor and Mortgagee wish to modify the Note or the Mortgage, or both, without the necessity of rewriting the Note and the Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and Mortgagee agree as follows:

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of Sixty Two Thousand Eight Hundred Forty Eight and 72/100 (\$ 62,848.72) DOLLARS, with interest thereon from April 6, 1996.

2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof, certain provisions of the Note or the Mortgage, or both, shall be, and the same are, hereby modified and amended as so indicated:

MODIFICATION OF NOTE

- INTEREST RATE. Effective _____, the interest rate of _____ (_____ %) percent per annum is modified to _____ (_____ %) per annum. Interest shall never exceed the maximum rate permitted by law to be charged to the Mortgagor by the Mortgagee.
- MONTHLY INSTALLMENT. The monthly installments of Six Hundred Two and 23/100 (\$ 602.23) DOLLARS is modified to Six Hundred Twenty and 70/100 (\$620.70) DOLLARS, principal and interest.
- MATURITY DATE. The date upon which the entire indebtedness evidenced by the Note, if not sooner paid, shall be due and payable is the 6th day of November 1996.

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EDH
EAH

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- ____ DATE OF PAYMENT. The due date of the monthly payment is changed to _____, and on the same day of each month thereafter.
- ____ PREPAYMENT PENALTY. Prepayment of the Note may be made. However, any prepayment in full made within three (3) years of the date of this Modification Agreement may be subject to a charge of 1% of the amount of the prepayment.
- ____ LATE PAYMENT CHARGE. A late payment charge may be made in the amount of _____ (_____%) percent of any payment fifteen (15) days past due.

MODIFICATION OF MORTGAGE

- ____ AMOUNT SECURED. The principal amount secured by the Mortgage is modified to the sum of _____ (\$ _____) DOLLARS, plus interest as set forth in the Note.

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MODIFICATION - OTHER

- NON*
EST X The Note or Mortgage, or both, are further modified as follows:
The Maturity Date on Both the Note and Mortgage is being Modified to November 6, 1996. The First Effective Payment Date is June 6, 1996 the payment Amount is \$620.70. The Amount Being Modified is \$62, 822.60. The Interest rate remains at 11.00%.

3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained herein shall in any way impair the Note or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or effect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Note and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

4. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. This Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

6. This Modification Agreement is subject to receipt of the payment due the first of the month following the date of this Agreement.

Executed on the date first written above.

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EXHIBIT A
TO

Description of Real Estate

Tax Identification Number: 03-10-204-013

LOT 21 IN BLOCK 3 IN DUMMERST SUBDIVISION UNIT NUMBER 1, OF PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 3RD, 1955, AS DOCUMENT NUMBER 1591895.

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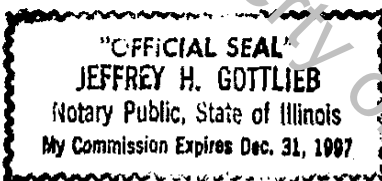
WITNESSES:

Denny S. Greco
DENNY S. GRECO

Sharin McCreary
SHARIN MCCREARY

State of Ill)
County of Cook) SS

On this 21 day of June, 1996,
this agreement was acknowledged before me by Edward Hopkins and Diane Hopkins.



MORTGAGOR:

Edward Hopkins
Edward Hopkins

Diane Hopkins
Diane Hopkins

Jeffrey H. Gottlieb
Notary Public

Cook County, Illinois
12-31-97

My commission Expires: _____

WITNESSES:

Nancy Gossner
Nancy Gossner

Sheila Maggart
Sheila Maggart
State of Michigan)
County of Kalamazoo) SS

MORTGAGEE:

BY: Leisa C Hill
Leisa C Hill
ITS: ~~Mortgage Loan Servicing Officer~~

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On this 19th day of June, 1996, before
a Notary Public in and for said County, personally appeared Leisa C Hill
the Mortgage Loan Servicing Officer of First of America Bank Illinois,
and acknowledged the foregoing agreement on behalf of said Bank.

THIS INSTRUMENT DRAFTED BY:
Nancy Gossner
First of America Mortgage Co.
One First of America Parkway
Kalamazoo, MI 49009

Paula Brown
Notary Public
Kalamazoo County, Michigan
My Commission Expires: 12-31-98

PAULA BROWN
NOTARY PUBLIC - KALAMAZOO COUNTY, MI
MY COMMISSION EXPIRES 02/23/98

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