96873341

MORTGAGE **MODIFICATION** 

> DEPT-01 RECORDING \$25,00 T#0012 TRAN 3093 11/15/96 12:15:00 \$7459 t CG \*-96-873341

COOK COUNTY RECORDER

750UISSW	The above space for recorder's use only
THIS MODIFICATION, made this 1st day of	November , 1996 , by and between
Western Springs National Bank & Tr	rust
the owner of the mortgage bereinafter described, an	d Dennis H. Kapral and Paula J. Kapral,
Husband and wife	,
representing themselves to be the owners of the real WITNESSETH:  1. The parties hereby agree to modify the note of Dennis H. Kapral and Paula	l estate hereinafter described ("Owner").  indebtedness evidenced by the principal promissory  L. Kapral
dated November 1, 19 96, secured to the office of the Recarder of Cook County Western Springs National Bank and Trust certain redescribed as follows:  See Attached Schedule A	by a mortgage recorded January 4, 19 96, 19 11 19 19 19 19 19 19 19 19 19 19 19
J. IN 18-06-2	11-007

2. The amount remaining unpaid on the indebtedness is \$ 320,000.00 3. Said remaining indebtedness of \$\sum\_{320,000,00}\$ shall be paid on or before November 1, 2026 and the Owner in consideration of such modification promises and agrees to pay the principal sum secured by said mortgage as and when provided with said note and to pay both principal and interest in the coin or currency provided for in the mortgage hereinabove described,

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but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in the United States currency, at such banking house or trust company in the Village of Western Springs as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default such appointment then at Western Springs National Bank & Trust

4456 Wolf Road, Western Springs, IL 60558

Western Spring IL 60558 ATTN: Vance Halvorson, V.P.

- 4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after whiten notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the loan accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.
- 5. This agreement is supplementary to said mortgage. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or note, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note and shall bind the heirs, personal representatives and assigns the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their lability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and deliveries this indenture the day and year first above written.

and year this above written,	$\mathcal{O}_{\mathcal{A}}$
WESTERN SPRINGS NATIONAL BANK AND TRUST BY: Jame & Marian	Denpis H. Kapral (SEAL)
TITLE: VANCE E. HALVORSE N. VICE PRESIDENT	Paula J. Kapia) (SEAL)
This instrument was prepared by Vance E. Halvorso	on, Vice President Nestern Springs National
,	(Name and Address) Bark & Trust
STATE OF Illinuis	4456 Writ Road
COUNTY OF Autor	Western Springs, IL 60558
STATE OF <u>Ellinuis</u> COUNTY OF <u>Dales</u> e 1, <u>Vance</u> E de lugion	poddig spirags, in 00550
a Notary Public in and for said County in the State aforesaid	d DO HEREDY CERTIEV that
Drynis M. + Panle J 1 200 personally ki	union to make he the come market where
	o the foregoing instrument, appeared before me
this day in person and acknowledged that htey signed, sealed	
free and voluntary act, for the uses and purposes therein set	forth, including the releases and waiver of right
of homestead.	
GIVEN under my hand and notarial seal this	* day of November 1996.
	James Lutreur
	Notary Public
Mail to: Western Springs Netional Bank & Trust	Commence of the Commence of th

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## **UNOFFICIAL COPY**

#### Schedule A

Dennis H. Kapral Paula J. Kapral 4041 Woodland Ave. Western Springs, IL 60558 Western Springs National Bank & Trust 4456 Wolf Road Western Springs, II. 60558

THE NORTH 75 FEET OF THE WEST 1/2 OF LOT 4 IN BLOCK 21 IN EAST HINSDALE IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Return to: Western Springs National Bank & Trust
4456 Wolf Road
Western Springs, IL 60558
Attn: Vance E. Halvorson
Vice President

**BOX 333-CTI** 

Property of Cook County Clerk's Office

#### ADJUSTABLE RATE RIDER

(5 Year Treasury Index- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this—1st—day of November 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, dated 12-29-95, recorded 1-4-96 as document #96009227 and mortgage modification agreement (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure WESTERN SPRINGS NATIONAL BANK AND TRUST (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4041 WOODLAND AVENUE, WESTERN SPRINGS, ILLINOIS,60558
Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

The Note provides for an initial interest rate of 7.5 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

#### (A) Change Dates

The interest rate I will pay may change on the first lay of NOVEMBER 1, 2001 , and on that day every 60th month thereafter. Each date on which my laterest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my 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 5 years, as made available by the Federal Reserve Board. The most recent Index 'igure available as of the 45 days before cash Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new loce; which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by ad line TWO AND THREE FOURTHS percentage point(s) (2.7500 %) to the Current Index. The Note Holder will then round the result of this addition 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) Limit on Interest Rate Changes

The interest rate 1 am required to pay at the first Change Date will not be greater than 9.5 % or less than 0 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest 1 have been paying for the preceding sixty months. My interest rate will never be greater than 13.5 %.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Coverent 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in interest in Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the interest ded transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender rivey also require the transferee to sign an assumption agreement that is acceptable to Lender and that obtigates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases E prower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Dennis H. Kapral

\_\_(ar.u) Borrower

Paula I Kanea

Dr. compar

, ,

Borrowe

Given under my hand and notarial seal this 15+ day of Markof 19-16

Notary Public Motory Public