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After recording return to:
BANC ONE MORTGAGE CORP
132 E WASHINGTON ST #622
INDIANAPOLIS, IN 46204

DEPT-01 RECORDING \$31.50
T#0008 TRAN 6488 05/02/96 14:45:00
#7411 # BJ *-96-333943
COOK COUNTY RECORDER

(Space above for Recording Data)

LOAN EXTENSION AND MODIFICATION AGREEMENT

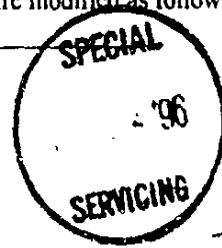
This Loan Extension and Modification Agreement ("Agreement") made this 30th day of December, 1995, between MARTHA E MILLER, UNMARRIED ("Borrower") and BANK ONE, WISCONSIN, NA ("Lender"), modifies one certain promissory note ("Note") dated April 27, 1990 in the original principal amount of \$ 39,750.00, including any subsequent written extensions, renewals, or modifications thereto, evidencing indebtedness (the "Loan") owed by Borrower to Lender, and which Note was executed by Borrower/ MARTHA E MILLER and originally payable to the order of Lender/ BANK ONE, RACINE, NA in accordance with the terms set forth therein. Borrower acknowledges that Lender is the current owner and holder of the Note and understands that Lender may transfer the Note, as amended by this Agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement. The Note is secured by a MORTGAGE (the "Security Instrument") dated April 27, 1990, and filed for record under Volume/Liber/Book _____, Page _____ as Instrument Number 90202345 of the Real Property Records of COOK County, ILLINOIS, and by any subsequent written amendments and modifications thereto. Said Security Instrument covers the real and personal property (the "Property") owned by Borrower and located at: (Property Address:) 5455 NORTH SHERIDAN RD, CHICAGO, IL 60640-1958 1428 and more particularly described in the Security Instrument.

UNIT 2015 IN THE 5455 EDGEWATER PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE ILLINOIS FOLLOWING DESCRIBED REAL ESTATE: PART OF THE SOUTH 242 FEET OF THE NORTH 875 FEET OF THE EAST FRACTIONAL HALF OF THE NORTH EAST QUARTER OF SECTION 8, TOWNSHIP 10 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 2487223 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Borrower and Lender desire to extend, amend and modify the terms of the Note and Security Instrument, including the time and manner of repayment of the Note, and to extend and carry forward the lien on the Property created by the Security Instrument. As used in this Agreement, the term "Loan Documents" shall collectively mean the Note, the Security Instrument, and any other documents evidencing or securing the Loan.

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and agreements exchanged, the parties agree that notwithstanding anything to the contrary contained in the Loan Documents, the Loan Documents are modified as follows:

For Lender use only: BOMC Loan No. 504024
rev. 5-14-92:1429:PAS
ADJUSTABLE RATE-Multistate Form



31/50
[Handwritten signature]

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1. Acknowledgment of Unpaid Principal Balance: The amount of principal indebtedness owed by Borrower under the Note from time to time shall be referred to herein as the "Unpaid Principal Balance". Borrower acknowledges that as of the 1ST day of JANUARY, 1996 the Unpaid Principal Balance is U.S. \$ 38,126.14, which Borrower hereby renews and extends and promises to pay jointly and severally to the order of the Lender, together with interest as provided for herein.

2. Repayment Terms: Interest will be charged on the Unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at the per annum rate of 7.12500 % from the 1ST day of JANUARY, 1996. The aforesaid initial interest rate Borrower will pay will change in accordance with Paragraph 7 of this Agreement. The interest rate required by this Paragraph 2 and Paragraph 7 of this Agreement is the rate Borrower will pay both before and after any default under the terms of the Loan Documents, as amended by this Agreement.

3. Time and Place of Payments: Borrower promises to pay principal and interest due under the Note by making payments every month in the amount of U.S. \$ 275.24. This amount may change in the manner set forth in Paragraph 5 below. Borrower will make monthly payments on the first day of each month beginning on the 1st day of FEBRUARY, 1996, and continuing on the first day of each succeeding month thereafter until principal and interest are paid in full. Each monthly payment will be applied first to interest and then principal. If on the 1st day of MAY, 2020, ("Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts to Lender in full. Borrower will make such payments at Banc One Mortgage Corporation, P.O. Box 7700, Indianapolis, IN 46277, or at such other place as Lender may require.

4. Late Charges for Overdue Payments: If the Lender has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, Borrower will pay a late charge to the Lender. The amount of the charge will be five percent (5%) of the overdue payment of principal and interest. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy, and will not be charged if such charge would constitute interest in excess of the maximum permitted by applicable state law.

5. Payment Changes: Changes in the monthly payment will reflect changes in the Unpaid Principal Balance of the Loan and in the interest rate Borrower must pay. Lender will determine the new interest rate and the changed amount of the monthly payment in accordance with Paragraph 7 of this Agreement. The interest rate Borrower will pay may change on the 1st day of JANUARY, 1999, and on that day every thirty-sixth (36th) month thereafter. Each date on which the interest rate could change is called a "Change Date".

6. 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 three (3) years, as made available by the Federal Reserve Board. The most recent index figure available as of the date forty-five (45) days before each Change Date is called the "Current Index". If the Index is no longer available, Lender will choose a new index which is based upon comparable information. Lender will give Borrower notice of this choice.

7. Calculation of Changes: Before each Change Date, Lender will calculate Borrower's new interest rate by adding 2.75000 % to the Current Index. Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be the next interest rate until the next Change Date. The new interest rate will be effective on each Change Date. Lender will then determine the amount of the monthly payment that would be sufficient to repay the Unpaid Principal Balance that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

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8. Interest Rate Limitations: The interest rate Borrower is required to pay at the first Change Date will not be greater than 9.12500 % or less than 5.12500. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than 2.00000 % from the rate of interest Borrower has been paying for the preceding thirty-six (36) months. The interest rate will never be greater than 13.12500 %.

9. Notice of Changes: Before the effective date of any change, Lender will deliver or mail to Borrower a notice of any changes in the interest rate and the amount of the monthly payment. The notice will include information required by law to be given to Borrower and also the title and telephone number of a person who will answer any questions Borrower may have. Unless applicable law requires a different method, any notice that must be given to Borrower under this Agreement will be given by delivering it or mailing it by first class mail to Borrower at the Property address stated above or at a different address if Borrower gives the Lender written notice of Borrower's different address.

10. Borrower's Right to Prepay: Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When Borrower makes a prepayment, Borrower will tell the Lender in writing that Borrower is doing so. Borrower may make a full prepayment or partial prepayment without paying any prepayment charge. The Lender will use all of the prepayments to reduce the Unpaid Principal Balance that Borrower owes under the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates of any monthly payment unless agreed to by Lender in writing. Any partial prepayment may reduce the amount of the monthly payment after the first Change Date following the partial prepayment. However, any reduction due to a partial prepayment may be offset by an interest rate increase.

11. Renewal and Extension of Maturity: It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended until the Loan evidenced by the Note, as renewed, modified and extended hereby has been fully paid. Lender and Borrower acknowledge and agree that such extension, renewal, amendment, modification or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Agreement being to extend, modify, amend and/or rearrange the time and the manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by the Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

12. 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 the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. If the Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

13. Loan Documentation: Except as expressly modified by the terms and provisions hereof or provided herein to the contrary, each and every term and provision of the Loan Documents are hereby ratified and shall remain in full force and effect and Borrower covenants to observe, comply with and perform each of the terms and provisions of the Loan Documents, as modified hereby. Upon request of Lender, Borrower agrees to execute or procure and deliver to Lender such other and further documents and instruments as shall be reasonably requested by Lender to better evidence and perfect the transaction contemplated by this Agreement, including, but not limited to, such actions as shall be necessary (a) to record this Agreement and any related instrument, document or agreement; (b) to cause an insurer satisfactory to Lender to issue a mortgagee policy of title insurance, or endorsement thereof, with respect to the lien of the Security Instrument in form satisfactory to Lender; and (c) to satisfy appraisal and other legal requirements under applicable law and/or in accordance with Lender's policies and procedures.

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14. Miscellaneous: Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution, recording and administration of this Agreement, and any other documents executed in connection herewith. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. In the event of any inconsistencies between this Agreement and the Loan Documents, the terms and provisions of this Agreement shall control and apply.

(signatures continued on next page)

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(Illinois Signature Page)

EXECUTED as of the day and year first above written.

BORROWER:

Martha E. Miller

MARTHA E MILLER

(printed borrower name)

Martha E. Miller

(printed borrower name)

LENDER:

BANK ONE WISCONSIN, NA

By:

Paul E. Johnson CONSUMER CREDIT

(printed name and title)

OFFICER

(Illinois acknowledgements on next page)

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(Illinois Acknowledgement)

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

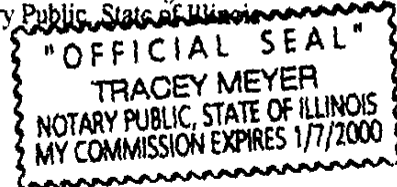
(Individual Acknowledgement)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that MARTHA E MILLER, personally known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged to me that he/she/they executed and delivered the same as his/her/their free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 30th day of December, 1995.

Tracey Meyer

Notary Public, State of Illinois



STATE OF WISCONSIN)
) SS:
COUNTY OF KENOSHA)

(Corporate Acknowledgement)

BEFORE ME, the undersigned authority, on this day personally appeared Bruce L. Thompson, the Mortgage Banking Officer of BANK ONE, WISCONSIN, NA, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of December, 1995.

Michael E. Capodarco

Notary Public, State of Wisconsin

Prepared by Tim Gordon
Banc One Mortgage Corporation, using forms prepared
by Peter A. Silver, Attorney at Law.
132 E. WASHINGTON ST., INDIANAPOLIS, IN 46204

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