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COOK COUNTY RECORDER

-96-357148

The Chicago Heights National Bank
1030 Dixie Highway
Chicago Heights, IL 60411
Loan No. 727167800

LOAN MODIFICATION AGREEMENT

WHEREAS, THE CHICAGO HEIGHTS NATIONAL BANK, a National Banking Association (the "BANK") entered into a Line of Credit Agreement ("CREDIT AGREEMENT") with Jackie W. Oakes and Emma Lou Oakes, his wife (whether one or more, each will be referred to individually and collectively as the "BORROWER") dated June 2, 1990. Under which the Bank did grant and establish for BORROWER a Line of Credit in the maximum principal amount of Thirty Thousand Five Hundred and no/100 Dollars (\$30,500.00). That on said date and pursuant to said Agreement, the Borrower did execute a Promissory Note ("NOTE") and a Trust Deed to secure a Revolving Line of Credit ("TRUST DEED"), which CREDIT AGREEMENT, NOTE and TRUST DEED are incorporated herein by this reference as if set forth in full; and

WHEREAS, said TRUST DEED was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 90308309, on June 27, 1990; and

WHEREAS, the property subject to said Trust Deed is legally described as follows:

Lot Twenty-Five (25) in Sauk Trail Manor, a Subdivision of Lot Five (5) (except the South 886 feet thereof) in Circle Court Partition of Northeast Quarter (NE 1/4) of Section Thirty-Two (32) and West Half (w1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-Three (33) (except Railroad Property) in Township Thirty-Five (35) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 32-32-218-009

CKA: 3217 Enterprise, South Chicago Heights, IL 60411

WHEREAS, said CREDIT AGREEMENT provides for the following: (a) BORROWER to draw against the Line of Credit to the maximum amount

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of the loan; and (b) Accrual of interest on a daily basis at a floating adjustable rate; and (c) Monthly payments of accrued interest only required and a balloon payment of principal five (5) years from the date thereof; and

WHEREAS, the undersigned BORROWER desires a modification of the maturity date of said loan upon the terms as provided hereafter the BANK has agreed to modify said loan as hereinafter stated; and

WHEREAS, the parties desire to set forth herein the modified terms of said loan so that there shall be no misunderstanding with regard thereto.

NOW, THEREFORE, in consideration of the BANK agreeing to the modifications contained herein and other good and valuable consideration, IT IS HEREBY AGREED by and between the undersigned as follows:

1. PREAMBLES: That the preambles above set forth are incorporated herein as if set forth in full.
2. UNPAID BALANCE AND CURRENT INTEREST RATE: That, as of the date of this Agreement, the credit limit of the aforesaid indebtedness owed to the BANK by BORROWER is the sum of Twenty Five Thousand Four Hundred Twenty One and 21/100 Dollars, (\$25,421.21) and the current interest rate due thereon is Prime plus 3/4% (P + 3/4%) per annum.
3. MODIFIED INTEREST PROVISIONS: All provisions contained in the CREDIT AGREEMENT, NOTE, TRUST DEED and other documents providing for payment of interest at an adjustable rate based upon a stated index rate shall remain in full force and effect. That effective as of April 17, 1996, the BORROWER shall pay interest on the balance of principal remaining due and unpaid from time to time at the variable rate of Prime plus 3/4% (P + 3/4%) percent per annum until maturity.
4. PAYMENT AND MATURITY DATE MODIFICATIONS: All provisions contained in the CREDIT AGREEMENT, NOTE, AND TRUST DEED providing for (a) payment of interest only, with a balloon payment of principal five (5) years from the date of maturity, shall remain in full force and effect. If not paid prior to maturity, all principal and interest shall become due and payable in full on June 15, 2000, which shall be the new maturity date.
5. APPLICATION OF PAYMENTS: All payments shall be applied as provided in the NOTE and TRUST DEED.
6. PAYMENT OF EXPENSES: BORROWER agrees to pay any and all additional costs and expenses in connection with this Agreement, including recording fees, title fees and the like.
7. COOPERATION OF BORROWER: Borrower agrees to execute any

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documents and take any action necessary to effectuate the terms of this Agreement, including any action necessary in the future to establish and maintain the BANK'S security position, including execution or correction of documents and the like.

8. BORROWER'S WARRANTIES: BORROWER hereby warrants and confirms that the BORROWER has taken no action which would create any lien or encumbrance on the property subject to the aforesaid TRUST DEED, which would jeopardize the security interest of the BANK in said property, since the date of execution of the original CREDIT AGREEMENT, NOTE and TRUST DEED.

9. MODIFICATION EFFECT: This Agreement shall modify and supersede any provisions in said CREDIT AGREEMENT, NOTE, and TRUST DEED in conflict therewith, It is further agreed that all terms and conditions contained in the CREDIT AGREEMENT, NOTE, and TRUST DEED, and any other documents executed in connection therewith, not in conflict herewith and not herein specifically modified, shall remain in full force and effect.

10. HOMESTEAD WAIVER: BORROWER hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois which BORROWER might have in the real estate, or improvements located thereon, subject to the aforesaid TRUST DEED and this Modification Agreement.

11. This Agreement shall be governed by the laws of the State of Illinois. Any provision of this Agreement which is unenforceable or is invalid or contrary to the laws of Illinois or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective the same as though no such invalid portion had ever been included herein.

Signed, sealed and delivered at Chicago Heights, Illinois, this 18th day of April, 1996.

THE CHICAGO HEIGHTS NATIONAL BANK

BY: Valerie Harrell
Valerie Harrell, Loan Officer

Jackie W. Oakes
Jackie W. Oakes

ATTEST: Donald S. Kitchell
Donald S. Kitchell
Sr. Vice Pres.

Emma Lou Oakes
Emma Lou Oakes

CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Loan Modification Agreement.

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