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After recording return to:
BANC ONE MORTGAGE CORPORATION
132 EAST WASHINGTON STREET
INDIANAPOLIS, INDIANA 46204

DEPT-01 RECORDING \$29.50
140009 TRAN 8916 06/10/97 09:16:00
48037 + SK #-97-410273
COOK COUNTY RECORDER

(Space above for Recording Data)

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LOAN EXTENSION AND MODIFICATION AGREEMENT

This Loan Extension and Modification Agreement ("Agreement") made this first day of March, 1997, between CARL E HARMON and EMMA J HARMON, HUSBAND AND WIFE ("Borrower") and BANK ONE, CHICAGO, NA ("Lender"), modifies one certain promissory note ("Note") dated February 6, 1992 in the original principal amount of \$ 40,000.00, 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/ CARL E HARMON AND EMMA J HARMON and originally payable to the order of Lender/ FIRST ILLINOIS BANK OF WILMETTE 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 February 6, 1992, and filed for record under Volume/Liber/Book , Page as Instrument Number 92115098 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:) 2004 WESLEY, EVANSTON, IL 60201

RE: TITLE SERVICES #

500228

and more particularly described in the Security Instrument.

LOT 5 IN BLOCK 2 IN GRANT AND JACKSON'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, AND PART OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO 10-13-204-015-0000

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 Lender use only: Loan No. 816618

rev. 5-14-92:1429-PAS

FIXED RATE-Multistate Form

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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:

- 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 15TH day of MARCH 1997, the Unpaid Principal Balance is U.S.\$ 38,076.11, 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 8.50000% from the 15TH day of MARCH 1997. The interest rate required by this Paragraph 2 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. \$ 310.68. Borrower will make monthly payments on the fifteenth day of each month beginning on the 15th day of APRIL, 1997, and continuing on the fifteenth 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 15th day of FEBRUARY, 2021, ("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. 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 prepayment 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.

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6. 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 purposes 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.

7. 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.

8. 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 mortgage policy of title insurance, or endorsement thereto, 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.

9. 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:

DECEASED

CARLE HARMON
(printed borrower name)

Emma J. Harmon
EMMA J HARMON
(printed borrower name)

LENDER:

BANK ONE, CHICAGO, NA

By: *Matthew T. Smith*
(printed name and title)

(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 CARLE HARMON & TOMA J HARMON, 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 26th day of MAY, 1997.

Nancy R. Lee
Notary Public, State of Illinois

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK



(Corporate Acknowledgement)

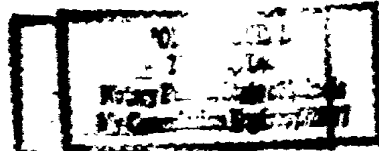
BEFORE ME, the undersigned authority, on this day personally appeared Melvin T. D. Smith, the Vice President of BANK ONE, CHICAGO, NA, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration 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 26th day of May, 1997.

Nancy R. Lee
Notary Public, State of ILLINOIS

97060223

Prepared by Jade Forrest
Ban: One Mortgage Corporation, using forms prepared



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