

1998-07-17 14:43:11

RECORDATION REQUESTED BY:

Heritage Bank
11900 South Pulaski Road
Alsip, IL 60803

WHEN RECORDED MAIL TO:

Heritage Bank
11900 South Pulaski Road
Alsip, IL 60803

SEND TAX NOTICES TO:

LINDA S. FOX
12302 S. OAK PARK AVENUE
PALOS HEIGHTS, IL 60463



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Heritage Bank by Mary R. Skimerhorn
11900 South Pulaski Road
Alsip, Illinois 60803

071798B



Heritage Bank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 1998, BETWEEN LINDA S. FOX, DIVORCED AND NOT SINCE REMARRIED, (referred to below as "Grantor"), whose address is 12302 S. OAK PARK AVENUE, PALOS HEIGHTS, IL 60463; and Heritage Bank (referred to below as "Lender"), whose address is 11900 South Pulaski Road, Alsip, IL 60803.

MORTGAGE. Grantor and Lender have entered into a mortgage dated December 2, 1994 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

DECEMBER 9, 1994 DOCUMENT NUMBER 04031729

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

SEE ATTACHED LEGAL

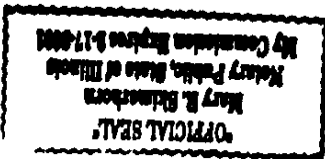
The Real Property or its address is commonly known as 12302 S. OAK PARK AVENUE, PALOS HEIGHTS, IL 60463. The Real Property tax identification number is 24-30-307-006.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

EFFECTIVE 6-1-98, THE PAYMENT SCHEDULE SHALL BE MODIFIED FROM A THREE YEAR ARM MONTHLY ADJUSTABLE RATE AMORTIZATION TO A TWENTY SEVEN YEAR BI-WEEKLY FIXED RATE AMORTIZATION; THE INTEREST RATE SHALL BE CHANGED FROM 8.625% TO 7.000%; THE PRINCIPAL AND INTEREST PAYMENT SHALL BE CHANGED FROM \$1,032.79 TO \$472.39 AND WILL BE FIRST DUE ON 6-15-98, AND WILL CONTINUE EVERY TWO WEEKS THEREAFTER UNTIL THE ENTIRE PRINCIPAL AND ACCRUED INTEREST BALANCE IS PAID IN FULL. THE MATURITY DATE SHALL BE CHANGED FROM 1-1-2026 TO 4-24-2017. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL NOTE AND MORTGAGE SHALL REMAIN THE SAME.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the

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My commission expires _____
2-17-2001

Notary Public in and for the State of _____
ILLINOIS

By _____
Residing at _____
Cook County

On this day before me, the undersigned Notary Public, personally appeared LINDA S. FCX, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of _____, 1998.

COUNTY OF _____
COOK) as
STATE OF _____
ILLINOIS

INDIVIDUAL ACKNOWLEDGMENT

LENDER: Heritage Bank
By: _____
Authorized Officer

GRANTOR: _____
LINDA S. FCX

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.
Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss

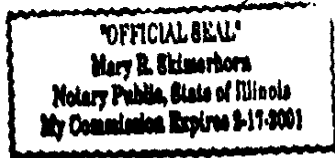
COUNTY OF COOK)

On this 15 day of JUNE, 19 99, before me, the undersigned Notary Public, personally appeared MARIE THOMPSON and known to me to be the VICE PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Mary B. Skimberhorn Residing at COOK COUNTY

Notary Public in and for the State of ILLINOIS

My commission expires 2-17-2001



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(IL-G201 E3.25 F3.25 P3.25 FOX.LN R13.OVL)

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Property of Cook County Clerk's Office

5. The land referred to in this policy is located in the County of COOK State of ILLINOIS and described as follows:

LOT 10 IN BLOCK 8 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT NUMBER 1 A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOT 8 (EXCEPT THE WEST 10 ACRES) AND THE NORTH 1/2 ACRES OF THE WEST 10 ACRES OF SAID LOT 8 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 30 AFORESAID IN COOK COUNTY, ILLINOIS

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BIWEEKLY PAYMENT RIDER

Borrower: LINDA S. FOX
12302 S. OAK PARK AVENUE
PALOS HEIGHTS, IL 60463

Lender: Heritage Bank
11900 South Pulaski Road
Alsip, IL 60803

This BIWEEKLY PAYMENT RIDER is attached to and by this reference is made a part of each Deed of Trust or Mortgage, dated June 1, 1998, and executed in connection with a loan or other financial accommodations between Heritage Bank and LINDA S. FOX.

BIWEEKLY PAYMENT RIDER is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Heritage Bank (the "Lender") and covering the property described in the Security Instrument.

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

I) BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments as follows:

1. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"). I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on the maturity date I still owe amounts under this Note, I will pay those amounts in full on that date.

(B) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I understand that the Note Holder, or any entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

2. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder does not receive the full amount of any biweekly payment within 7 days of the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly payment by the end of 7 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the late charge will be 5% of my overdue payment of principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of my biweekly payment on the date it is due, I WILL BE IN DEFAULT.

II) BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

The Security Instrument is amended as follows:

- (1) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
- (2) In Uniform Covenant 2 of the Security Instrument ("Tax and Insurance Reserves"), the word "twelve" is changed to "twenty-six".

THIS BIWEEKLY PAYMENT RIDER IS EXECUTED ON JUNE 1, 1998.

BORROWER:

x Linda S. Fox
2622986

