

WHEN RECORDED MAIL TO:
Roger J. Brejcha
Attorney at Law
512 Burlington #206
LaGrange, Ill. 60525

M O D I F I C A T I O N O F T R U S T D E E D

THIS MODIFICATION OF MORTGAGE (Trust Deed) PREPARED BY: Roger Brejcha - 512 Burlington #206 - LaGrange, Illinois 60525.

THIS MODIFICATION OF TRUST DEED IS DATED January 9, 1998 between Dennis Arceneaux & Evon M. Arceneaux (referred to below as "Grantor"), whose address is: 104 South 47th Avenue, Bellwood, Cook County, Illinois and Candice Co., Inc. (referred to below as "Grantee or Trustee") whose address is: POST OFFICE BOX #285, Berwyn, Illinois 60402.

TRUST DEED: "Grantor" and "Grantee or Trustee" have entered into a Trust Deed dated September 27, 1993 ("Trust Deed") recorded in The County of Cook, State of Illinois as follows:

RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON November 4, 1993 as DOCUMENT NUMBER 93902673.

REAL PROPERTY DESCRIPTION: The Trust Deed covers the following described Real Property (the "Real Property") location in Cook County, State of Illinois:

Lot 2 & the S 6 feet of Lot 1 in Block 22 in Hulbert's St. Charles Road Subdivision, being a subdivision in the N 1/2 of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The "Real Property" address is commonly kown as 104 South 47th Avenue, Bellwood, Illinois 60104. The "Real Property" Tax Identification Number is 15-08-212-039

REASON FOR MODIFICATION: The "Grantee or Trustee" has made certain advances on the Mortgage Document Number 93902673, speifically paying off the first mortgage with Chemical Mortgage Company, Document Number 93626927, dated 6/18/93 and recorded 8/10/93, currently in foreclosure in the amount of \$89,000.00. This money was paid/advanced to secure the "Grantee's or Trustee's" interest in the property and document number 93902673.

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MODIFICATION: "Grantor" and "Grantee or Trustee" hereby modify the Trust Deed as follows: The undersigned promises to pay to "Grantee or Trustee" the Principal sum of One Hundred Thousand Dollars and No/00's and Interest from January 9, 1998, and the balance of principal remaining from time to time unpaid at the rate of 12% per annum such principal and interest to be payable in SIXTY (60) MONTHLY INSTALLMENTS of One Thousand Twenty-Eight Dollars and 61/00's on the 10th day of January, 1998 and One Thousand Twenty-Eight Dollars and 61/00's on the 10th day of each month thereafter until this note is paid in full. Except that the Final Payment (61st) be of all Principal and Interest, if not sooner paid, shall be due on the 10th day of January 2003. All such payment on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal. "Grantor" is responsible for all Real Estate Tax payments, Home Owners Insurance payments, water bills and/or any other costs to maintain the property. No escrow is set up with respect to this Note. EIA

CONTINUING VALIDITY; Except as expressly modified above, the terms of the original Trust Deed shall remain unchanged and in full force and effect. Consent by "Grantee or Trustee" to this modification does not waive "Grantee's or Trustee's" right to require strict performance of the Trust Deed as changed above nor obligate "Grantee or Trustee" to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Trust Deed (the "Note"). It is the intention of "Grantee or Trustee" to retain as liable all parties to the Trust Deed and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by "Grantee or Trustee", 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 Trust Deed does not sign this modification, then all persons signing below acknowledge that this modification is given conditionally based on the representation to "Grantee or Trustee" that the non-signer 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.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF TRUST DEED AND EACH GRANTOR AGREES TO ITS TERMS.

BORROWER; Dennis Arceneaux DATE; 1-9-98
 BORROWER; Evon Arceneaux DATE; 1-9-98
 GRANTEE OR TRUSTEE; [Signature] DATE; 1-9-98

I, the undersigned DO HEREBY CERTIFY THAT Dennis Arceneaux and Evon M. Arceneaux personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 9th day of January 1998.
My Commission expires 2-9-1999.
Notary Public Carole A. Downs



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INSTALLMENT NOTE
MODIFIED

\$ 100,000.00 _____ January 9 _____ 1998

FOR VALUE RECEIVED, the undersigned promise s to pay to Bearer of note

_____ the principal sum of

One Hundred Thousand Dollars & 00/100's Dollars

and interest from 1-9-98 on the balance of principal remaining from time to time

unpaid at the rate of 12.00 per cent per annum, such principal sum and interest to be payable in

installments as follows: One Thousand Twenty-Eight Dollars & 61/100's Dollars

on the 10th day of January, 1998 and One Thousand Twenty-Eight & 61's

Dollars on the 10th day of each and every month thereafter until this Note is fully paid, except that the final

payment of principal and interest, if not sooner paid, shall be due on the 10th day of January

2003. All such payments on account of the indebtedness evidenced by this Note shall be applied first to

accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

The portion of each of said installments constituting principal, to the extent not paid when due, shall

bear interest after the date for payment thereof at the rate of 12.00 per cent per annum.

Payments are to be made at Candice Co., Inc., P.O. #285 Berwyn, Ill., or at

such other place as the legal holder of this note may from time to time in writing appoint.

The payment of this Note is secured by Trust Deed, bearing even date herewith, to _____

Candice Co., Inc. Trustee,

on real estate in the County of Cook Illinois.

At the election of the legal holder hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment afore-said in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms hereof or in case default shall occur and continue for three days in the performance of any other agreement contained in said Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice).

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This is to certify that this is the Installment Note described in the above mentioned Trust Deed to the undersigned as Trustee

Identification No. C-675

[Signature]
Trustee

x [Signature]
Dennis Arceneaux
[Signature]
Evon M. Arceneaux

IMPORTANT-- PRESERVE THIS NOTE AFTER PAYMENT TO OBTAIN RELEASE OF TRUST DEED.

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MODIFIED RETAIL INSTALMENT CONTRACT
 (Have approved sell)
 NON-TITLE CONTRACT ONLY
 ACCOUNT NUMBER **2063308** C-675
 \$100,000.00 1-9-98 of 5

(ASSIGNEE)
 Buyer (& Co-Buyer) - Name & Residence Address (Include: County, Zip Code, Phone, & Social Security No.)
Dennis Arceneaux & Evon M. Arceneaux (J) 493-4265
104 South 47th Avenue
Bellwood, Illinois 60104 SS# **436-74-5882** **493-1939**
161-46-6986

Seller and Creditor, Corporate, Firm, or Trade Name & Business Address
Candice Co., Inc.
P.O. BOX #285 Berwyn, IL 60402

The undersigned Contractor (hereinafter referred to as Seller) agrees to sell and the undersigned Buyer (which means Buyer and all Co-Buyers who sign below, jointly and severally) agrees to buy the following goods and services, which are to be furnished or used in the modernization, rehabilitation, repair, alteration or improvement of the real property located at Buyer's address given below or at
104 South 47th Avenue Bellwood Cook Illinois 60104
Number and Street City County State Zip Code

Description of New Goods and Services: 1st mortgage holder, Chemical Mortgage Co. advance on mortgage
due to payoff. and/or as contained in proposal attached.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 12.00	The dollar amount the credit will cost you. 270300.53	The amount of credit provided to you or on your behalf. 100000.00	The amount you will have paid after you have made all payments as 370300.53	The total cost of your purchase on credit, including your downpayment of 370300.53

Itemization of the Amount Financed:

\$	Cash price
\$	Less cash down payment
\$	On Date of Contract
\$	On Delivery of Material
\$	On completion
\$	Less trade-in
\$	Total Down Payment
\$	Amounts paid on your account
\$	Credit sale balance
\$	Prior balance to seller
\$	Amounts paid to others on your behalf
\$	Pay-off prior loan
To	Public officials
\$	Insurance companies
\$	89,000.00 to 1st MTG.
\$	Chemical Mortgage Co.
\$	to
\$	to

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
*360	amortized	and on the 10th of each month after 1-10-98
	\$1,028.61	for 60 months with the 61st payment

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life	\$ NONE	I want credit life insurance NONE Signature
Credit Disability	\$ NONE	I want credit disability insurance NONE Signature
Credit Life and Disability	\$ NONE	I want credit life and disability insurance NONE Signature

You may obtain property insurance from anyone you want that is acceptable to from NONE months. If you get the insurance you will pay \$ NONE for the term of NONE months.

Security: You are giving a security interest in: the goods or property being purchased. right of set-off against any moneys, credits or other property of yours in the possession of the Holder, on deposit or otherwise. Collateral securing other loans with us may also secure this loan.

Brief description of other property): **104 South 47th Avenue Bellwood, Illinois 60104**

Late Charge: If any payment is more than 10 days late you will be charged 5% of the payment.
 Prepayment: If you pay off early, you will be entitled to a refund of part of the finance charge.
 See your contract terms on face and reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties.

Buyer promises to pay the TOTAL OF PAYMENTS shown herein to Seller in 60 installments of \$ 1,028.61 each and a final instalment of \$ 0.00.

DEFERRED PAYMENT: Buyer agrees to pay reasonable attorneys' fees incurred by Seller in the collection or enforcement of this contract.

IDENTIFICATION OF A SECURITY INTEREST: Trust Deed or Mortgage on Real Property of Buyer at Above Address Other

NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE

If a charge is made above for credit life insurance and if such insurance is to be procured by Assignee, the undersigned takes notice that decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer(s) whose signature(s) appear above, subject to acceptance by the insurer and insurance of a certificate by NONE (insurer) NONE (Home Office Address)

The amount of premium is shown above. The term of insurance will commence on the date of this contract and expire on the originally scheduled maturity date of the indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the ratio of initial insurance over the initial indebtedness. The proceeds of any insurance paid will be applied to reduce or extinguish the indebtedness. If insurance is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued.

NOTICE
 ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO THE BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the agreement you sign. (3) Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the Finance Charge.

Buyer acknowledges receipt of a fully completed copy of this contract executed by both Seller and Buyer. Guarantor, if any, acknowledges receipt of completed copies of this contract and of the Exaltation of Guarantors' Obligation.

Executed this 21st day of JANUARY, 1998
 Candice Co., Inc SELLER
 By [Signature] Title [Signature]
 Guarantor
 Buyer Dennis Arceneaux
 Buyer Evon M. Arceneaux

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ADDITIONAL TERMS AND PROVISIONS

The original Seller may assign this Contract and his Assignee shall acquire all of his interest in this Contract and the Property and shall be entitled to all the rights and privileges of Seller hereunder. Buyer shall not transfer or otherwise dispose of any interest in this Contract or the Property.

Buyer agrees that all salvage removed from the premises shall be the sole property of Seller and no compensation of any kind shall be paid to Buyer.

Buyer shall not sell, lease, encumber or place said goods in any other person's possession or remove them from Buyer's address stated herein without the written consent of the Holder of this contract.

Buyer will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof. Buyer will not use the Collateral in violation of any statute or ordinance or any policy of insurance thereon and the Seller may inspect such Collateral at any reasonable time or times wherever located.

Buyer will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation.

Upon the request of Holder, each Buyer and Co-Buyer (a) shall execute and deliver to the order of Holder a certificate of completion or satisfaction in form and content satisfactory to Holder. In the event that said certificate of completion is not executed by Buyer, in accordance with the terms hereof, when requested, the whole amount of the cost hereby fixed remaining unpaid shall immediately become due and payable; (b) shall take out, pay for and keep in effect, insurance against risks, in such amounts, for such terms, with such insurance carrier and with such loss payable clause as will be satisfactory to Holder, and furnish Holder with satisfactory evidence of such insurance. Proceeds of any insurance not in excess of the then unpaid Total of Payments, whether paid by reason of loss, injury, return premium or otherwise, shall be applied towards the payment of this obligation.

In the event Buyer defaults in the payment of any instalment of principal, the entire amount of principal shall, at the option of the Holder hereof, immediately, without notice, become due and payable. The Holder shall have the right of set-off against any deposits and other sums which now or in the future be owing by the Holder reserves title to said goods now located on or distributed throughout the premises herein improved and shall have a purchase money security interest therein under the Illinois Uniform Commercial Code until the Total of Payments and all other amounts due from Buyer hereunder are paid in full.

The Seller agrees to carry Worker's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this Contract, as may be required by Federal or State laws. Seller will do all said work in a neat and workmanlike manner. In the event the Buyer shall request Seller to do any additional work or supply materials or if additional work and materials are required to make or complete installation beyond that contracted herein, the price for such additional labor and materials shall be Seller's current price therefor and Buyer agrees to pay for same.

Buyer agrees to procure any and all necessary Permits, Surveys and provide Public Utilities that may be required to complete the modernization, rehabilitation, repair alteration or improvement described herein unless otherwise specified in writing.

Seller shall not be liable for delay or damages caused by strikes, material or labor shortages, or other conditions beyond his control.

This Contract contains the entire agreement between the parties hereto. Buyer warrants and represents to be the sole owner or owners of all the goods, wares, merchandise, household effects, and personal property now located on and distributed throughout the premises herein improved, and that said personal property is free from any and all encumbrances, chattel mortgages or conditional sales agreements either recorded or unrecorded. Buyer agrees that no representations, promises or warranties, express or implied, have been made to Buyer with respect to the goods and services covered by this Contract, except as contained herein and that no modification or alteration of this Contract shall be binding unless endorsed hereon in writing by the parties hereto.

This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

If any provision of this Contract is held invalid, the validity shall not affect the remaining provisions hereof.

Buyer assumes the entire risk of loss of or damage to said goods and agrees that their loss or damage shall not relieve Buyer from his obligation hereunder.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Seller hereby sells, assigns and transfers to

(Name of Assignee)

(Address of Assignee)

ASSIGNEE, its successors and assigns, all of Seller's right, title and interest in and to the within Contract and the goods delivered therein. To induce Assignee to purchase said Contract, Seller represents and warrants to Assignee that the within Contract is valid and genuine and correctly states the terms of the retail instalment transaction between Seller and Buyer; that said property is as represented to Buyer named herein who was quoted both a time price and a lesser cash price, that the within Contract was complete in all respects and Seller made all disclosures required by law prior to the execution thereof by Buyer; that the goods described have been delivered to and accepted by the Buyer; that the down payment was paid in full, in cash or in trade, and that no part was loaned to Buyer by Seller; that Seller had the right to sell said goods to Buyer and that the Goods are free of all liens, claims and encumbrances; that no notice of any defense or right of action has been received by Seller from Buyer nor has Seller any knowledge of any fact that would impair the validity of the Contract; that Seller has the right to sell and assign this Contract to Assignee, that all Buyers have the legal capacity to Contract; that on the date of the Contract Seller executed and delivered to each Buyer a completed copy of the Contract and to each co-signer a completed copy of the Contract; and to the Guarantor, (if any) a complete copy of the Contract and the Explanation of Guarantors' Obligation; and that Seller has complied with all requirements of the Federal Truth in Lending Act, Regulation Z, the Federal Equal Credit Opportunity Act, and the Illinois Retail Instalment Sales Act; and that the sale was made at Seller's place of business and was not a door-to-door sale within the definition of the Federal Trade Commission, Trade Regulation or Illinois Consumer Fraud Act. If any of the foregoing representations and warranties is breached, Seller agrees to repurchase the within Contract for the unpaid total of payments and all other indebtedness then due from Buyer together with reasonable attorneys' fees, costs and expense incurred by Assignee. In addition thereto, this assignment is subject to the provision set out below in the paragraph initialed by Seller. Seller agrees that failure to initial the applicable paragraph shall signify its intention to grant holder full recourse in case of default. Liability of Seller arising out of or incident to this assignment shall not be affected by an indulgence, compromise, settlement, extension, or variation of terms of the within agreement effected with or by the discharge or release of the obligation of, Buyer or any other person interested by operation of law or otherwise. Seller waives all notice, including but not limited to, notice of acceptance, assignment, non-performance, compromise, settlement extension, discharge or variation of terms of this agreement. The parties hereto disclaim any terms or agreements other than those set forth herein.

"REPURCHASE AGREEMENT". Seller further agrees that, in the event of any claim or defense is asserted by the Buyer against Assignee, Seller shall, on demand, repurchase the within contract for cash at a price equal to the balance remaining unpaid on said contract; and Seller shall indemnify and hold Assignee harmless from any and all liability that may result at any time from any claim asserted by Buyer for recovery of amounts paid arising out of any promise, representation or warranty made by Seller or the Manufacturer to Buyer.

INITIAL

"WITHOUT RECOURSE". The assignment of said Contract is and shall be without recourse against the Seller.

INITIAL

"FULL RECOURSE". Seller unconditionally guarantees payment of all instalments of this agreement and in case of default for any reason it will pay said Assignee, its successors and assigns, the balance owing under this instrument, together with costs, expenses and reasonable attorneys' fees incurred by the holder in enforcing the terms hereof in the event that the holder repossesses the property described herein.

INITIAL

"LIMITED REPURCHASE". Seller agrees to pay said assignee, its successors and assigns, the balance owing under this instrument, together with costs, expenses and reasonable attorneys' fees incurred by the holder in enforcing the terms hereof in the event that the holder repossesses the property, listed herein, and delivers it to the Seller at its place of business, or elsewhere.

INITIAL

"LIMITED GUARANTEE". Seller agrees to protect said Assignee, its successors and assigns, against any loss to the holder arising from any default by Buyer and to save the holder harmless to the extent of \$ _____; and agrees to pay forthwith and without demand, said sum to the holder upon receipt of any notice of such loss, plus costs, expenses and reasonable attorneys' fees incurred by the Holder in attempting to collect the same.

INITIAL

Witness our hand and seal this _____ day of _____, 19 _____.

By _____ Title: _____

NOTE: If a corporation, signature must be in name of corporation by officer having authority to sign. If a partnership, by one of the partners