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#1421 # RC *-98-323327
COOK COUNTY RECORDER

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MODIFICATION AND ASSUMPTION AGREEMENT

LOAN NO. 727902

(FOR RECORDER'S USE)

MODIFICATION AGREEMENT, made February 11, 1998, between First of America Bank - Northeast Illinois, N.A. n/k/a First of America Bank - Illinois, N.A. (the "Mortgagee") of 325 N. Milwaukee Ave., Libertyville, IL 60048, and Mark A. Botsford and Gail Z. Botsford, Husband and Wife (the "Mortgagor") of 455 Park Barrington Dr., Barrington, Illinois 60010.
G2B MAB

RECITALS:

A. The Mortgagee is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated July 19, 1994, in the amount of Two Hundred Twenty Five Thousand and 00/100 (\$ 225,000.00) Dollars (the "Note"); and

B. The Note is secured by a certain real estate mortgage of even date with the Note and recorded July 20, 1994, as Document Number 94632716, in the office of the Recorder for Cook County, Illinois (the "Mortgage"), on the real property described on Exhibit "A" attached hereto (the "Mortgaged Premises"); and

C. The Mortgagor and Mortgagee wish to modify the Note or the Mortgage, or both, without the necessity of rewriting the Note and the Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and Mortgagee agree as follows.

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of Two Hundred Thirteen Thousand Sixty Nine and 89/100, (\$ 213,069.89) DOLLARS with interest thereon from February 1, 1998.

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P-5
N-N
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As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, certain provisions of the Note or the Mortgage, or both, shall be, and the same are, hereby modified and amended as so indicated:

MODIFICATION DATE

MAB

GZB

As of March 1, 1998, and upon receipt of the payment due that day, certain provisions of the Note or the Mortgage, or both, shall be and the same are modified and amended as so indicated:

As of the date hereof, certain provisions of the Note or the Mortgage or both, shall be and the same are, hereby modified and amended as so indicated:

MODIFICATION OF NOTE

AMOUNT OF NOTE. The principal balance of the Note is increased by adding thereto the sum of _____ DOLLARS (\$ _____) making the new principal balance _____ DOLLARS (\$ _____).

MAB

GZB

INTEREST RATE. Effective March 1, 1998, the interest rate of Seven and One Half percent (7.50%) per annum is modified to Six and Seven Eighths (6.875 %) per annum. Interest shall never exceed the maximum rate permitted by law to be charged to the Mortgagor by the Mortgagee.

MAB

GZB

MONTHLY INSTALLMENT. The monthly installments of One Thousand Five Hundred Seventy Three and 24/100 (\$1,573.24) DOLLARS is modified to One Thousand Eight Hundred Ninety Eight and 12/100 (\$1,898.12) DOLLARS principal and interest.

MAB

GZB

MATURITY DATE. The date upon which the entire indebtedness evidenced by the Note and Mortgage, if not sooner paid, shall be due and payable and is the 1st day of March, 2013.

DATE OF PAYMENT. The due date of the monthly payment is changed to _____ and on the same day of each month thereafter.

LATE PAYMENT CHARGE. A late payment charge may be made in the amount of _____ percent (____ %) of any payment fifteen (15) days past due.

MODIFICATION OF MORTGAGE

AMOUNT SECURED. The principal amount secured by the Mortgage is modified to the sum of _____ (\$ _____) DOLLARS, plus interest as set forth in the Note.

MODIFICATION OF NOTE AND MORTGAGE - ASSUMPTION

(individually and collectively the "Assuming Borrower"), is hereby substituted for the Mortgagor as the Obligor under the Note and the Mortgage. The Assuming Borrower, jointly and severally, hereby assumes and agrees to pay the Note in accordance with its terms and to be subject to all the provisions of the Note as fully and completely as though originally executed by the Assuming Borrower. The Assuming Borrower also, jointly and severally, hereby assumes and agrees to perform and fulfill all the obligations of the Mortgagor under the Mortgage and to be bound by all the provisions of the Mortgage, as fully and completely as though Assuming Borrower had originally executed the Mortgage as Mortgagor. The Mortgagor is hereby released from all liability under the Note and Mortgage. The whole of the Mortgaged Premises shall be subject to the lien of the Mortgage and nothing contained herein shall affect the lien of the Mortgage or the priority over any other lien or encumbrance.



MODIFICATION - OTHER

MAB

GZB X

The Note or Mortgage, or both, are further modified as follows:

This loan is now a fixed rate loan for the modified term of 180 months. The Maturity Date is modified to March 1, 2013. The principal balance used to calculate the new principal and interest payment effective April 1, 1998 is \$212,828.34.

3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Premises. Nothing contained herein shall in any way impair the Note or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or effect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Note and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

4. If Mortgagor or Assuming Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. The Assuming Borrower has executed this Agreement for the purpose of assumption described above and for the purpose of acknowledging and approving any modification of the Note or Mortgage set forth herein.

6. This Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, this Agreement was executed on the one first written above.

WITNESSES:

Harjit Banna
HARJIT BANNA
Kimberly Sims
KIMBERLY SIMS

State of Illinois
County of Cook

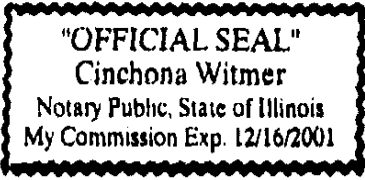
MORTGAGOR:

Mark A. Botsford
Mark A. Botsford
Gail Z. Botsford
Gail Z. Botsford

On this 31st day of March, 1998, this agreement was acknowledged before me by Mark A. Botsford and Gail Z. Botsford, Husband and Wife.

MAB
GZB

Cinchona Witmer
Notary Public
Cook County, Illinois
My commission expires: 12-16-2001



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WITNESSES:

Teresa M. LeMahieu
Teresa M. LeMahieu
Kimberly K. White
Kimberly K. White

MORTGAGEE:

First of America Bank - Illinois, N.A.
By: Linda S. Jacobs
Linda S. Jacobs
Its: Mortgage Servicing Officer

State of Michigan
County of Kalamazoo

On this 25th day of March, 1998, before a Notary Public in and for said County, personally appeared Linda S. Jacobs, the Mortgage Servicing Officer of First of America Bank - Illinois, N.A., and acknowledged the foregoing agreement on behalf of First of America Bank - Illinois, N.A.

DEE ANN VANDERHORST
NOTARY PUBLIC - KALAMAZOO COUNTY, MI
MY COMMISSION EXPIRES 06/11/98

Dee Ann Vanderhorst
Notary Public
Kalamazoo County, Michigan
My commission expires: 6-11-98

WITNESSES:

State of _____
County of _____

ASSUMING BORROWERS:

On this _____ day of _____, 19____, this Agreement was acknowledged before me by _____

Notary Public

County, _____
My commission expires: _____

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EXHIBIT A
TO
MODIFICATION AGREEMENT

Description of Real Estate

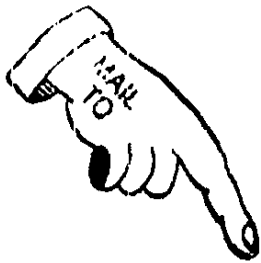
Tax Identification Number: 0112209022

PARCEL I:

LOT 38 OF PARK BARRINGTON UNIT 2, RECORDED JUNE 5, 1989 AS DOCUMENT NUMBER 89-253,207, AS CORRECTED BY DOCUMENT NUMBER 89-614,309 RECORDED DECEMBER 26, 1989, BEING A RESUBDIVISION OF PART OF LOT 9 IN SOUTHGATE UNIT NO. 1 (DOCUMENT NUMBER 21,811,304 RECORDED FEBRUARY 17, 1972), AND BEING A RESUBDIVISION OF LOTS 1 THROUGH 11 INCLUSIVE AND LOTS 123 THROUGH 127 INCLUSIVE OF PART OF PARK BARRINGTON UNIT 1 (DOCUMENT NUMBER 89-206,339 RECORDED MAY 13, 1988), BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL II:

EASEMENT FOR INGRESS AND EGRESS OVER OUTLOT "A" CONTAINED IN PLAT OF SUBDIVISION OF PARK BARRINGTON UNIT 1 AND IN DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED MAY 13, 1988 AS DOCUMENTS 88-206,339 AND 88-206,341 RESPECTIVELY.



PREPARED BY AND RETURN TO
THERESA LEMAHIEU K-A12-2L
FIRST OF AMERICA LOAN SERVICES, INC.
ONE FIRST OF AMERICA PARKWAY
KALAMAZOO MI 49009

(MA) Illinois 97

980200227