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After recording, please return to:

Lomas Mortgage USA
P.O. Box 660726
Dallas, TX 75266-0726
ATTN: A.R.M. Department

Loan Number 09-58-70688

MODIFICATION AGREEMENT
(Conversion to Fixed Rate)

This Agreement is made this 2nd day of October, 1989 between Walter Habiak and Anna Habiak, his wife, "BORROWER", and Lomas Mortgage USA, Inc. (herein "LENDER"), a Connecticut Corporation doing business at 1600 Viceroy, Dallas, Texas, 75243.

BORROWER and LENDER have entered into this agreement to modify the promissory note executed by BORROWER dated September 20, 1985, in the original amount of \$40,000.00 (herein "Note"), secured by a Deed of Trust with an Adjustable Rate Rider made by BORROWER to The Lomas & Nettleton Company, Trustee, in favor of services recorded September 23, 1985 as Document Number 3463849 (herein "Deed of Trust") secured by the following described property located in the County of Cook, State of Illinois, more particularly described as follows:

Lot 5 in block 7, in Sonnenschein and Solomon's Addition to Laverne, in the Northwest 1/4 of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN# 16-32-112-026

The property described above has the address of 3208 1/2 S. Highland, Berwyn, Illinois 60402.

BORROWER is indebted to LENDER under the Note and Deed of Trust described above, payable in 360 monthly installments of \$336.35 due on the first of each month with the final payment of all remaining principal and interest due and payable the 1st day of October, 2015.

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b. All covenants, agreements, stipulations and conditions contained in the Note and Deed of Trust shall remain in full force and effect except as modified in this Agreement. BORROWER'S obligations or liabilities under the Note and Deed of Trust shall not be diminished or released by any provision hereof; nor shall the Agreement in any way impair, diminish or affect any of the LENDER'S rights under the Note or Deed of Trust, whether such rights arise thereunder or by operation of law. All rights of recourse to which the LENDER is presently entitled against any property of any other person in any way obligated for or liable on the Note and Trust Deed, are expressly reserved by the LENDER.

c. All costs expenses incurred by LENDER in connection with this Agreement including recording fees, title examination and attorney's fees shall be paid by BORROWER and shall be secured by the Deed of Trust.

6. BORROWER AND LENDER DEFINED. Wherever the word "BORROWER" appears it shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine and shall include heirs, successors or assigns. "LENDER" shall refer to Lomas Mortgage USA, Inc. and its successor or assigns.

BORROWER and LENDER have executed this agreement on the date first written above.

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BORROWER desires to exercise the option to convert the Note to a fixed rate of interest as contained in the Note, and LENDER agrees to the conversion, provided BORROWER accepts the terms indicated below.

1. STATUS OF LOAN. As of the date of this conversion, principal and interest payments are paid to the 1st day of October, 1989. The unpaid principal balance is \$38,896.50. This balance is subject to payment of all checks in process of collection.
2. NEW TERMS. The interest rate on the Note shall be changed from an adjustable rate Note with a current rate of ten and three-quarters (10.75%) percent per annum to a fixed rate of eleven (11.00) percent per annum. Monthly payment of principal and interest shall be changed from \$371.21 to \$378.29. The new monthly payment of principal and interest shall be due on November 1, 1989, and on the first day of each month thereafter until the loan is paid in full. The remaining terms of the loan, as presented in the Note, Deed of Trust and other loan documents shall remain unchanged. BORROWER understands that by exercising the fixed rate of interest option in the Note the LENDER may not allow the loan to be assumed.
3. EFFECTIVE DATE. The effective date of the agreement shall be October 1, 1989.
4. CONVERSION FEE. BORROWER agrees to pay LENDER \$50.00 to induce the LENDER'S acceptance of the Modification Agreement.
5. CONTINUATION OF RIGHTS AND REMEDIES. BORROWER agrees to make the payments specified in paragraph 2 above and understands and agrees that:
 - a. All the rights, remedies, stipulation and conditions contained in the Note and Deed of Trust relating to default shall also apply to default in making of modified payment under paragraph 2 above.

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LENDER:

BORROWER:

LOMAS MORTGAGE USA, INC.

By: Christa Sladden

x Walter Habiak

Christa Sladden

x Anna Marie Habiak

Title: Vice President

STATE OF
COUNTY OF

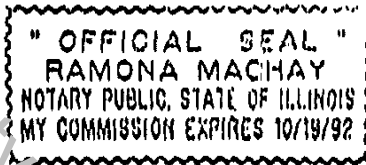
On the 19th day of October, 1989, personally appeared before me Walter Habiak Anna Marie Habiak His wife the signer of the above instrument, who duly acknowledged to me that they executed the same.

Ramona Machay

Notary Public

Residing at: Paloo Hills, Tx.

My commission expires: _____



5831258

STATE OF TEXAS)

) ss

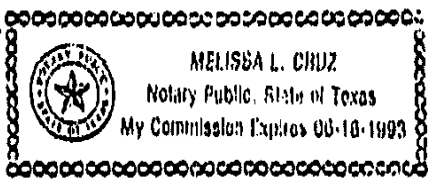
COUNTY OF DALLAS)

On the 5th day of October, 1989, personally appeared before me Christa Sladden, who being, by me, duly sworn did say that he/she is the Vice President of Lomas Mortgage USA, Inc. and that the above instrument was signed in behalf of said Corporation by the authority of a resolution of its Board of Directors and said Christa Sladden acknowledged to me that said Corporation executed the same.

Melissa L. Chuz

Notary Public

My Commission expires: 12/16/93



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1989 OCT 20 PM 3:52
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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IDENTIFIED No.	DEPARTMENT OF REVENUE CAROL MOSELEY BRAUN TOLSON
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WALTER HERRICK
3208 1/2 HIGHLAND
BENIGN, ILL. 604102

Property of Cook County Clerk's Office