

UNOFFICIAL COPY

**GARY-WHEATON BANK OF DOWNERS GROVE
MODIFICATION AGREEMENT
NON-BUSINESS**

THIS AGREEMENT is made and entered into this 12th day of December, 19 90, by and between the **GARY-WHEATON BANK OF DOWNERS GROVE**, a National Banking Association F/K/A Gary Wheaton Bank, of Downers Grove, an Illinois Banking Corporation, and Susan McNamara, a spinster, hereinafter referred to as Borrower(s).

WHEREAS, the Borrower(s) have conveyed a Mortgage or Trust Deed to the **GARY-WHEATON BANK OF DOWNERS GROVE** recorded with the Cook County Recorder of Deeds as Document No. LR3903920 and legally described as follows: Lot 8 in Woodland Estates Subdivision of Lot 10 (excepting therefrom that part lying easterly of a line drawn parallel with the East line of said Lot 10, from a point on the north line of said Lot 10, which is 175.0 feet west of the North East corner of said Lot 10) in the County Clerk's division of Section 33, Township 37 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois. Parcel#22-33-202-005 Property Add: 13 Woodland, Lemont, Il

WHEREAS, the Borrower(s) are indebted to the **GARY-WHEATON BANK OF DOWNERS GROVE** by a Note and Security Agreement dated March 14, 19 90; and

WHEREAS, the parties desire to modify said Note and Security Agreement.

NOW THEREFORE, it is agreed that said Note and Security Agreement is hereby modified and amended by extending the maturity date from the 12th day of December, 19 90 to the 12th day of March, 19 91.

Type follow mortgage

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.
11.50(e) %	\$ 5,848.46(e)	\$ 206,250.00	\$ 212,098.46(e)
Your payment schedule will be:			
Number of Payments	Amount of Payments	When Payments Are Due	
1	\$ 212,098.46	March 12, 1991	
	\$		
	\$		
	\$		
	\$		
	\$		
<input type="checkbox"/> If checked here, your loan is payable on demand and all disclosures are based upon an assumed maturity of one year.			
Variable Rate: The annual percentage rate may increase from time to time during the term of this transaction if the published prime interest rate of Continental Illinois National Bank and Trust Company of Chicago increases. Any increase will take the form of a larger payment amount due. For example, if the interest rate increases by 1% in <u>Ninety days</u> your payment will increase to \$ <u>206,250.00 (principal)</u> <u>6,357.02 (interest)</u>			
Security: You are giving a security interest in: <input type="checkbox"/> the goods or property being purchased. <input checked="" type="checkbox"/> <u>First mortgage on 13 Woodland Dr., Lemont, Il 60439</u> Any moneys, credits, or other property of your(s) in possession of the creditor, on deposit or otherwise.			
Late Charge: You will be charged _____ % of any payment or portion of a payment that is more than 15 days late. Collateral securing other loans may also secure this loan.			
Filing fees: \$ <u>30.00</u> Non-filing insurance: \$ _____			
Assumption: Someone buying your home: <input type="checkbox"/> may, subject to conditions, be allowed to <input type="checkbox"/> cannot assume the remainder of the mortgage on the original terms.			
Prepayment: If you pay off early, you will not have to pay a penalty.			
See the Note and Security Agreement terms and any separate contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and further information about security interests.			

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Itemization of the Amount Financed

\$ _____ Amount given to you directly

\$ _____ Amount paid on your account

Amounts paid to others on your behalf

\$ _____ to public officials

\$ _____ to insurance companies

\$ _____ to appraisers

\$ _____ to credit reporting agencies

\$ _____ to _____

\$ _____ to _____

\$ _____ to _____

\$ _____ to _____

\$ _____ Prepaid finance charge

IT IS FURTHER AGREED, that in all respects the terms and conditions of said Note and Security Agreement and Mortgage or Trust Deed given to secure the same shall remain unchanged and remain in full force and effect as herein expressly modified.

IN WITNESS HEREOF, the parties have executed this Modification Agreement inclusive of a Disclosure Statement, on the date as first above written and agreed to by the parties entering into this agreement.

Susan McNamara
Borrower Susan McNamara

GARY-WHEATON BANK OF DOWNERS GROVE
By [Signature]
Vice President
Title

Borrower
This instrument prepared by:
and mailed to:
[Signature]
for the Gary-Wheaton Bank of Downers Grove
1200 Ogden Avenue ♦ Downers Grove, Il. 60515

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STATE OF ILLINOIS, DuPage County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Susan McNamara, A SPURSTER, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seat, this 12 day of December, 19 90.

My Commission Expires: 2/13/94

[Signature]
Notary Public

SARAH J. VERVAULT
Notary Public
State of Illinois
My Commission Expires 2/13/94

I the undersigned, a Notary Public certify that Lawrence A. Dolosic, personally known to me to be the Vice President of Gary-Wheaton Bank of Downers Grove, NA, that he signed and delivered the said instrument as his free and voluntary act.

[Signature]

Notary
My Commission Expires 2/13/94

MOR
09/19/90

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REGISTRAR OF TITLES
CLERK'S OFFICE
JAN 13 1991

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[Signature]
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