Cook County Recorder

07 SD

This instrument was recorded at the request of:

Homecomings Financial 2711 North Haskell Avenue, Suite 900 Dallas Texas, 75204 ATTN: Sheri Dotson



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The recording official is directed to return this instrument or a copy to the above person.

110 727 M

MODIFICATION TO SECURITY INSTRUMENT

20.33.226.038

RECITALS

A. Borrowers executed a note in the original principal sum of \$99,750.00 dated August 11, 2000, secured by a lien against real property located at 106 West 83rd Street, Chicago, Illinois 60620 ("Property") as evidenced by that certain deed of trust or mortgage ("Security Instrument") of even date therewith, recorded on _______, as Instrument Number ______ in the office of the County Recorder of Cook County, State of Illinois.

B. The Security Instrument has been assigned to Lender.

- C. The legal description set forth in the Security Instrument is incorrect and does not accurately describe the Prope ty intended by the Borrowers and Lender to secure the note.
- D. Borrowers and Lender therefore agree to modify the terms of the Security Instrument to correct the legal description of the Property, as provided below.

AGREEMENT

IN CONSIDERATION OF THE FOREGOING, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The terms of the Security Instrument are hereby modified as follows:
 - a. The legal description of the Property recited in the Security Instrument is amended to include the real property described in Exhibit "A" attached herein and incorporated herein by reference.
 - b. The legal description of the Property recited in the Security Instrument is amended to remove and release the real property described in Exhibit "B" attached hereto and incorporated herein by reference.
 - c. Lender hereby releases and reconveys, without covenant or warrant, express or implied, unto Borrowers, all right, title and interest in the real property described in Exhibit "B". Such release and reconveyance shall not affect the enforceability of the Security Instrument against the Property described on Exhibit "A".
- 2. In all other respects, the Security Instrument is unmodified and remains in full force and effect. Borrowers hereby reaffirm all obligations, terms and conditions set forth in the Security Instrument, the note and all other documents pertaining to the loan evidenced by the note.
- This modification relates back to and is effective as of the date of execution of the Security Instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Modification to be executed as of the day and year first written above.

(ALL SIGNATURES MUST BE NOTARIZED)

Taterne mo Donald

BORROWER:

BORROWER

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UNOFFICIAL COPY

LENDER:
HOMECOMINGS FINANCIAL NETWORK, INC.
By: Jahren V. ou
Printed Name of Officer: PATRICK J. COUTURE VICE PRESIDENT
ACKNOWLEDGMENT BY BORROWER
State of County of Ull
On this, the day of 10, 20 A Notary Public, personally appeared known to me (or proved to me on the basis of satisfactor, evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Notary Public (NOTARIAL SEAL)
ACKNOWLEDGMENT BY BORTOWER
State of County of
On this, theday of, 20, A Notary Public, personally appeared
satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
IN WITNESS WHEREOF, I hereunto set my hand and vificial seal.
Notary Public (NOTARIAL SEAL) ACKNOWLEDGMENT BY LENDER State of TEXAS)
ACKNOWLEDGMENT BY LENDER
State of TEXAS))SS
County of DALLAS)
On this, the day of March, 2002, before me, a Notary Public, personally appeared personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity as of Homecomings Financial Network, Inc., for the purposes and consideration therein expressed, as the act and deed of said corporation.
IN WITHESS WHEREOF, I hereunto set my hand and official seal.
Notary Public SHERI DOTSON (NOTARIAL SEAL) SHERI DOTSON (Sea Notary Public, State of Texas)
My Commission Explres O1/31/2004

UNOFFICIAL COPY

EXHIBIT "A"

LOT 18 IN BLOCK 4 IN MCINTOSH BROS. LASALLE ST. SUBDIVISION IN THE EAST 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

