

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY  
B. ANDERSON

WHEN RECORDED MAIL TO  
HOME SAVINGS OF AMERICA  
P.O. BOX 7075  
PARADISE, CALIFORNIA 95969 7075

03003019

LOAN NO. 1594714  
ORIGINAL INSTR. NO. 1148767

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 21st day of August, 1989, by and between

SUSAN LEONARD, DIVORCED AND NOT SINCE REMARRIED

(the "Borrower"),

and HOME SAVINGS OF AMERICA, F.A. (the "Lender").

with reference to the following facts:

A. By that certain Mortgage and Assignment of Benefits (the "Mortgage") dated \_\_\_\_\_ by and between

SUSAN LEONARD, DIVORCED AND NOT SINCE REMARRIED

DEMONSTRATION RECORDING \$25.50  
181111 TRAN 3809 12/08/93 12110:00  
122611 \* 113-003019  
COOK COUNTY RECORDER

as Borrower, and Lender as Mortgage, recorded on 12/17/87 as Document No. 826-05409, Page \_\_\_\_\_, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 7234 WEST NORTH AVENUE, UNIT 1514, ELMWOOD PARK, IL. 60635

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated DECEMBER 5, 1989, in the original principal amount of \$ 33,000.00, made by SUSAN LEONARD, DIVORCED AND NOT SINCE REMARRIED

to the order of Lender (the "Original Note")

B. By a second promissory note (the "Advance Note") of even date herewith made by Borrower to the order of Lender, Lender has loaned to Borrower the additional sum of \$ 14,000.00 (the "Additional Advance"). As a condition to the making of the Additional Advance, Lender has required that the Original Note and the Mortgage be modified to secure the Additional Advance and the obligations of Borrower set forth in the Advance Note by the Mortgage.

C. The total amount of indebtedness due under the Original Note, the Advance Note and the Mortgage as of the date hereof is \$ 27,891.63. At no time shall the indebtedness due under the mortgage exceed \$ 39,000.00

The Original Note and the Mortgage are hereby modified and amended as follows:

1. The grant set forth in the Mortgage is made for the purpose of securing, and shall secure (a) payment of the Original Note with interest thereon, according to its terms, the Advance Note, with interest thereon, according to its terms, and any further extensions, modifications and renewals of the Original Note and the Advance Note; (b) payment by Borrower of all sums due and owing under, and performance of all obligations set forth in the Original Note and the Advance Note; and (c) satisfaction and performance by Borrower of each and every obligation and agreement of Borrower set forth herein or in the Mortgage or secured by the Mortgage.

2. A default under the Mortgage, as herein modified and amended, shall occur in any of the following events: (a) Borrower shall fail to pay when due any amount due under the Original Note, or the Advance Note or otherwise fails to perform any obligation or agreement of Borrower set forth or incorporated in the Original Note or the Advance Note, or (b) Borrower shall fail to perform any obligation or agreement of Borrower set forth or incorporated in or secured by the Mortgage, as modified and amended by this Modification.

3. A default under the Original Note or Mortgage shall be and constitute a default under the Advance Note. A default under the Advance Note shall be and constitute a default under the Original Note.

4. Except as modified and amended by this Modification, the Original Note, the Mortgage, and any instruments, documents or agreements secured by or incorporated in the Mortgage, are confirmed and ratified. None of the rights of Lender under the Original Note or the Mortgage are or shall be deemed to be prejudiced by reason of this Modification. Except as provided in this Modification, this Modification shall not affect the lien and charge of the Mortgage upon the property covered thereby.

EXECUTED the year and date first above written

BORROWER:

SUSAN LEONARD

LENDER

HOME SAVINGS OF AMERICA, F.A.

PTN: 12-36-430-041-1167

By *Susan Leonard*  
SUSAN LEONARD, Clerk of Court

*Daniel Hartig*  
Daniel Hartig, Assistant Secretary

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE



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## Legal Description

L. 117507 01

Unit 1514 as delineated on plat of survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lot 6 and the West 1/4 1/4 foot of Lot 5 in Block 26 in Mills and Sons Greenfield Subdivision of the East 1/2 of the Southeast 1/4 and of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 and of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Which plat of survey is attached as Exhibit "A" to Declaration of Condominium made by Parkway Bank and Trust Company, as Trustee under Trust Agreement dated February 17, 1981 and known as Trust No. 4219, Recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24547486 together with an undivided .4908 percent interest in said parcel (excepting from said parcel all of the property and space comprising all the units thereof as defined and set forth in said declaration and plat of survey.

03000000