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UNOFFICIAL CO

MILENE PETRIK

WHEN RECORDED MAIL TO: HOME SAVINGS OF AMERICA P.O. BOX 60015 CITY OF INDUSTRY, CALIFORNIA 91716-0015

04085323

1752911-6 LOAN NO.

ORIGINAL LOAN NO. 01528949

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this DECEMBER, 1994 by and between

22nd

day of

DAWNE A. O'NEILL, MARRIED TO GARY R. O'NEILL

(the "Borrower"),

, and HOME SAVINGS OF AMERICA, FSB (the "Lender"),

with reference to the following facts:

A. By that certain Mc.tgage and Assignment of Rents (the "Mortgage) dated January 18, 1993 by and between

DAWNE A. O'NEILL, MAIRIFD TO GARY R. O'NEILL

as Borrower, and Lender as Mortge jee, recorded on

as Document

93-074375 , Page No.

01/28/93 , Official Records of Cook

County, Illinois

morphigad to Lendar, that cortain real property located in

COOK

County, Illinois, commonly known as

1695 BUENA VISTA AVENUE, CHICARD HEIGHTS, IL. 60411

. legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated in the original principal amount of \$ 36,000.00 , made by

January 18, 1993 -

Dawne A. O'Neill

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

B. By a second promissory note (the "Advance Note") of even rate herewith made by Borrower to the order of Lender, Lender 11,000.00 has loaned to Borrower the additional sum of \$ (the "Additional Advance"). As a condition to the making of the Additional Advance, Lender has required that the Original Nutraind the Mortgage be modified to secure the Additional Advance and the obligations of Borrower set forth in the Advance Note by the Mortgage.

The total amount of indebtedness due under the Original Note, the Advar co Note and the Mortgage as of the date hereof . At no time shall the indebtedness due under the nortyrige exceed \$ 46,168.38 72.000.00

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

Vice Presider

- 1. The grant set forth in the Mortgage is made for the purpose of securing, and thrill 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, 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 a rants: (a) Borrower shall fail to pay when due any amount due under the Original Note, or the Advance Note or otherwise falls to perform any obligation or agreement of Borrower set forth or incorporated in the Original Note or the Advance Note; or (b) Borrower snall fail to perform any obligation or agreement of Borrower set larth or incorporated in or secured by the Mortgage, as modified a diamended 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 Mortguge, are confirmed and ratifled. 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.

Güymon,

BORROWER:

LENDER:

HOME SAVINGS OF AMERICA

PTN: 32-20-325-002

BOX 333-CTI

ATTEST:

BY Noreen DeMarie, Assistant Secretary NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

SF-5498-1 (Rev. C - 3/93) ARM (IL)

UNOFFICIAL COPY

STATE OF ILLINOIS SS: COUNTY I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Dawne A. O'Neill, married to Gary R. O'Neill and Gary R. O'Neill, married to Dawne A. O'Neill subscribed to the foragoing instrument, appeared before me personally known to me to be the same person(s) whose name(s) are signed and delivered the said instrument as free and voluntary this day in person, and acknowledged that they their act for the uses and purposes therein set forth. 2000 Given under my hand and official seal, this **** "OFFICIAL SEAL" Nancy A. Mitok Notary Public, State of Illinois > Notary Public My commission expires: . Programmis My Commission Expires 11/16/97 DEC 30 AHIO: 28 04085323 STATE OF ILLINOIS SS: COUNTY OF COOK I, the undersigned, a Notary Public P, and for the County and State aforesaid, do hereby certify that Lanny L. Guymor certify that personally known to me to be the of HOME SAVINGS OF AMERICA, FSB, and Vice President , personally known to me to be the

Noreen DeMarie
of said corporation and personally known to me to be the Assistant Secretary
of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before
me this day in person and severally acknowledged that as such Vice President and Assistant Secretary
they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto pursuant to the authority given
by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act of said corporation for the uses and
purposes therein set forth.

JP / of

Given under my hand and official seal, this 3300

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My comr ilss on expires:

Notary Public

HOTAL MARKET STATE OF THE STATE

THIS ADDENDUM IS ATTACHED HERETO AND MADE A PART HEREOF.

LOT 55 IN BLOCK 221 IN CHICAGO HEIGHTS, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE SOUTH FIST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL LIKIDIAN AND NORTH OF THE JOLIET CUT OFF BRANCH OF THE MICHIGAN CENTRAL RAILROAD, ACCORDING TO THE PLAT RECORDED APRIL 24, 1901 AS DOCUMENT 3091385, IN COOK COUNTY, ILLINOIS