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THIS INSTRUMENT PREPARED BY:
Kimberly Fiedler

SAVINGS AMERICA PO BOX 7075
PASADENA, CA 91109

86468181

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS (00468103)
LOAN NO. 00687267-5

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 2ND day of October, 1986 by and between Jack Lichtenberger and Anita Lichtenberger, His Wife (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 Rents (the "Mortgage") dated May 23rd, 1983 by and between Jack Lichtenberger and Anita Lichtenberger, His Wife

as Borrower, and Lender as Mortgagee, recorded on May 25th, 1983 as Document No. LR 3,309,576 Page Official Records of the Registrar of Cook County, Illinois mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 67 Hills and Dales Road, Barrington Hills, Illinois, legally described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated May 23rd, 1983 in the original principal amount of \$ 135,000.00 made by Jack Lichtenberger and Anita Lichtenberger to the order of Lender (the "Original Note").

B. By a promissory note (the "Advance Note") of even date herewith made by Borrower to the order of Lender. Lender has loaned to Borrower an additional sum (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 \$ 201,165.24. At no time shall the indebtedness due under the mortgage exceed \$ 368,000.00. 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, 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:

Jack Lichtenberger
Anita Lichtenberger

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By Brian Volts Vice President

Kimberly Fiedler, Assistant Secretary

NOTARY ACKNOWLEDGEMENT FORMS APPEAR ON THE REVERSE SIDE

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STATE OF ILLINOIS
COUNTY of Cook

} ss:

I, **JoAnn Heidrich**, a Notary Public in and for said county and state, do hereby certify that **Jack Lichtenberger and Anita Lichtenberger, His Wife** personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.
Given under my hand and official seal, this **2nd** day of **October**, 19 **86**

JoAnn Heidrich
My commission expires: _____ Notary Public
My Commission Expires Aug. 13, 1989

STATE OF ILLINOIS
COUNTY of Cook

} ss:

I, **JoAnn Heidrich**, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Brian Voitz, Vice President and Kimberly Fiedler, Assistant Secretary** personally known to me to be the **Vice President** of HOME SAVINGS OF AMERICA, F.A. and **Assistant Secretary** personally known to me to be the **officers** 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.
Given under my hand and official seal, this **2nd** day of **October**, 19**86**

JoAnn Heidrich
My commission expires: _____ Notary Public
My Commission Expires Aug. 13, 1989

86468181

COOK COUNTY RECORDER
#33333 TRAN 2514 10/09/86 14 41 55
\$12.00 DEPT-01 RECORDING

BOX
332

178896

REC'D
69 EAST WASHINGTON
CHICAGO, ILL. 60601
FOX

3557157

3557157

10
1397531
OR DUPLICATE

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PARCEL I:

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That part of Lot 12 in the Resubdivision of Hills and Dales, being a Subdivision of part of Section 10, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded March 21, 1929 as Document 10,316,028, described as follows: Commencing at the Southwest corner of said Lot; thence Northeasterly along the Westerly line of said Lot 12, 271.0 feet; thence Southeasterly on a line forming an interior angle of 83 degrees 20 minutes to the

left with the last described line and being parallel with the Southerly line of Lot 13 in said Resubdivision a distance of 530.39 feet to the East line of said Lot 12; thence South along the said East line of Lot 12, 221.78 feet to the Southeast corner thereof; thence Northwesterly along the Southerly line of said Lot 12, 613.8 feet to the point of beginning.

ALSO

PARCEL II:

That part of Lot 13 in said Resubdivision of Hills and Dales, described as follows:

Commencing at the Northwest corner of said Lot 13, thence Southwesterly along the Westerly line of said Lot 31.00 feet; thence Southeasterly on a line forming an interior angle of 96 degrees 40 minutes to the right with the last described line and being parallel with the Southerly line of said Lot 13, a distance of 659.16 feet to the East line of said Lot 13, thence North on said East line of Lot 13, 121.66 feet to the Northeast corner thereof, thence Northwesterly along the Northerly line of said Lot 13, 613.8 feet to the point of beginning.

ALSO

PARCEL III:

A parcel of land in part of the Northeast 1/4 of Section 10, Township 42 North, Range 9, East of the Third Principal Meridian, described as follows:

Beginning at a point in the center of a public road along the North line of said Northeast 1/4, distant 1124 feet West from the Westerly line of the right-of-way of the Waukegan and Southwestern Railway (now called the Elgin, Joliet and Eastern Railroad) (said point being the Northwest corner of the land conveyed by Garrett M. Lageschulte and wife to Katherine B. Williams by Deed dated April 27, 1906 and recorded in Book 9415 Page 472 as Document 3,872,013); thence West along the center of said road, 222.75 feet; thence South along a line which if projected a distance of 1760 feet will intercept the Westerly line of right-of-way of the Waukegan and Southwestern Railway a distance of 1323.22 feet to a point of beginning, thence South along the last described line 328.44 feet to a point that lies 108.34 feet North of the point where said last described line intersects the Westerly line of the right-of-way of said Railroad; thence Southeasterly on a line forming an interior angle of 116 degrees 14 minutes to the right with the last described line a distance of 52.43 feet to a point which is 97.2 feet Northeasterly of the point where the aforesaid 1760 foot line intersects the Westerly right-of-way line of said Elgin, Joliet and Eastern Railroad; thence Northeasterly along said right-of-way line, 300.29 feet; thence Northwesterly on

a line forming an intersection angle of 87 degrees 20 minutes to the right with the last described line a distance of 229.01 feet to the point of beginning, all in Cook County, Illinois.

The title to the subject property has been registered under "An Act concerning Land Titles", commonly known as the Torrens Act. Affects: Parcel III

Permanent Tax Number: 01-10-202-028 Affects: Parcel III

Volume: 1

Permanent Tax Number: 01-10-202-033 Affects: Parcels I and II

Volume: 1

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