

UNOFFICIAL COPY

COOK COUNTY RECORDS
1986 OCT 30 11 12:36

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THIS INSTRUMENT PREPARED BY:

5 P 7
Mail Box 15
HOME SAVINGS OF AMERICA, F.A.
P.O. Box 7075
Pasadena, Ca. 91109

ALL NOTICES TO LENDER SHALL BE MAILED OR DELIVERED TO THE ABOVE ADDRESS.

LOAN NO. 006912018
575676

11.00

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 22nd day of October, 1986 by and between William D. Sheetz and Karen K. Sheetz, (the "Borrower"), Husband and Wife, 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 June 5, 1985 by and between William D. Sheetz and Karen K. Sheetz, husband and wife

as Borrower, and Lender as Mortgagee, recorded on June 6, 1985 as Document No. 85-049,774 Page _____, Official Records of Cook County, Illinois, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 310 North Brockway Street, Palatine, Illinois, legally described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated June 5, 1986 in the original principal amount of \$ 46,400.00, made by William D. Sheetz and Karen K. Sheetz 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 \$ 56,001.29. At no time shall the indebtedness due under the mortgage exceed \$ 105,600.00.

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:

William D. Sheetz
Karen K. Sheetz
Karen K. Sheetz

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By Brian Voltz Vice President

By Kimberly Fiedler, Asst. Sec'y

NOTARY ACKNOWLEDGEMENT FORMS APPEAR ON THE REVERSE SIDE

PTN: 02-15-401-039

Address: 310 N Brockway St, Palatine, IL

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UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY Cook
I, Barbara Moretti

} SS:

, a Notary Public in and for said county and state, do hereby certify that

William D. Sheetz and Karen K. Sheetz
personally known to me to be the same person(s) whose name(s)
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 22nd day of October, 19 86

Barbara Moretti

My commission expires: Barbara Moretti Notary Public
10-31-88

STATE OF ILLINOIS
COUNTY Cook
I, Barbara Moretti

} SS:

, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby

certify that
personally known to me to be the Brian Voltz of HOME SAVINGS OF AMERICA, F.A., and
Kimberly Fiedler, personally known to me to be the Vice President, Ass't
of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before Sec'y
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 22nd day of October, 19 86

Barbara Moretti

My commission expires: Barbara Moretti Notary Public
10-22-86

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