

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

BARBARA MORETTI

HOME SAVINGS OF AMERICA, F.A.
P.O. BOX 7075, PASADENA, CA. 91109
~~XXXXXXXXXXXXXXXXXXXX~~

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

LOAN NO. 007184682
603454

87609669



MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 15th day of DECEMBER, 1986 by and between MARY ANNE FLYNN, 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 Rents (the "Mortgage") dated NOVEMBER 21, 1985 by and between MARY ANNE FLYNN, DIVORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgagee, recorded on DECEMBER 4, 1985 as Document No. 85-308031, Page _____, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 3 RUMFORD-ON-ASBURY, ROLLING MEADOWS, IL. 60008, legally described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated in the original principal amount of \$ 90,000.00, made by MARY ANNE FLYNN 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 \$ 114,839.43. At no time shall the indebtedness due under the mortgage exceed \$ 187,200.00

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:

Mary Anne Flynn
MARY ANNE FLYNN

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By

Brian Voltz, VICE PRESIDENT

By

Kimberly Fedler, ASS'T SEC'Y

DEPT-01 RECORDING \$12.25
141111 TRAN 5357 11/12/87 13:11:00
#2542 # 15 *-57-609669
COOK COUNTY RECORDER

NOTARY ACKNOWLEDGEMENT FORMS APPEAR ON THE REVERSE SIDE

194015

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STATE OF ILLINOIS
COUNTY Cook

} ss:

I, Barbara Moretti
Mary Anne Flynn

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

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of December, 19 86

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

STATE OF ILLINOIS
COUNTY Cook

} ss:

I, Barbara Moretti
Brian Voltz and Kimberly Fiedler
personally known to me to be the Vice President
Secretary

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

certify that of HOME SAVINGS OF AMERICA, F.A. and Assistant
personally known to me to be the Vice Pres. & Ass't Sec'y
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 15th day of December, 19 86

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

Lot 100 of Resubdivision of Fairfax Village Unit Number 2, according to the plat of said Resubdivision recorded by the Recorder of Deeds on February 1, 1972 as document 21793892, being a Resubdivision of Fairfax Village Unit Number 2, according to the plat thereof recorded September 24, 1971 as document 21637789 at the Recorder's Office in Cook County, Illinois, all in Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois

3 Bumford on Asbury, Rolling Meadows, IL

Permanent Index No.: 02-35-211-073

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