

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

E. LOTTICH



SAVINGS OF AMERICA
5033 WEST DEMPSTER
OAK BROOK, ILLINOIS 60521
SKOKIE, ILLINOIS 60077
ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

87186426

LOAN NO. 730287-0
597912

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 27TH day of MARCH 1987 by and between VALERIE L. MC CABE KILPONEN MARRIED TO GARY KILPONEN, WHO ACQUIRED TITLE AS VALERIE L. MC CABE, DIVORCED (the "Borrower"), AND NOT SINCE REMARRIED, 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 15, 1985 by and between VALERIE L. MC CABE, DIVORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgagee, recorded on DECEMBER 3, 1985 as Document No. 85-306851 Page _____, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 5614 CAROL AVENUE, MORTON GROVE, ILLINOIS 60053, legally described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated NOVEMBER 15, 1985 in the original principal amount of \$ 69,000.00, made by VALERIE L. MC CABE 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 \$ 83,155.01. At no time shall the indebtedness due under the mortgage exceed \$ 152,000.00. 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:

Valerie L. McCabe Kilponen

VALERIE L. MC CABE KILPONEN

Gary Kilponen
*GARY KILPONEN

LENDER:

HOME SAVINGS OF AMERICA, F.A.

Grozdana R. Skogsberg
GROZDANA R. SKOGSBERG
ASSISTANT SECRETARY

By *Jim Whittemore*
JIM WHITTEMORE, VICE-PRESIDENT

*SIGNING STRICTLY FOR THE SOLE PURPOSE OF WAIVING MY HOMESTEAD RIGHTS IN THE PROPERTY LOCATED AT 5614 CAROL AVENUE, MORTON GROVE, ILLINOIS 60053

NOTARY ACKNOWLEDGEMENT FORMS APPEAR ON THE REVERSE SIDE

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STATE OF ILLINOIS }
COUNTY COOK } SS:

I, ESTRELLA A. LOTTICH, a Notary Public in and for said county and state, do hereby certify that VALERIE L. MC CABE KILPONEN AND GARY KILPONEN 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 27TH day of MARCH, 19 87

Estrella A. Lottich
My commission expires: _____ Notary Public



STATE OF ILLINOIS }
COUNTY COOK } SS:

I, ESTRELLA A. LOTTICH, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that JIM WHITEMORE, VICE-PRESIDENT of HOME SAVINGS OF AMERICA, F.A., and GROZDANA R. SKOGSBERG, 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.

Given under my hand and official seal, this 27TH day of MARCH, 1987

Estrella A. Lottich
My commission expires: _____ Notary Public



DEPT-01 RECORDING
#276 # 10-57-115426
COOK COUNTY RECORDER

87186426

87186426

13 00 MAIL

Division of Home Savings of America F.A.

5033 WEST DEMPSTER AVENUE
SKOKIE, IL 60077
(312) 982-0590

Title Company Instructions

DATE APRIL 1, 1987

LOAN NO. 730287-0

YOUR NO. 568105

ATTORNEYS' TITLE GUARANTY FUND, INC.
17 W. 200 22ND STREET
DAKBROOK, IL. 60181

ATTENTION: CLOSING OFFICER

An order is hereby placed for an ALTA Lender's Policy with liability in the amount of \$ 15,000.00 . On the property described as: 5614 CAROL AVENUE MORTON GROVE, IL 60053

LEGAL DESCRIPTION:

LOT NINE HUNDRED TWENTY (920) AND LOT NINE HUNDRED TWENTY-ONE (921) (EXCEPT THE EAST 16 FEET THEREOF) IN GREEN AND DATO'S SECOND ADDITION TO DEMPSTER STREET "L" TERMINAL SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE EAST THIRTEEN (13) ACRES OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION TWENTY (20), TOWNSHIP FORTY-ONE (41) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF THEOBALD ROAD, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 5614 CAROL AVENUE MORTON GROVE, IL 60053
Title Vested In: VALERIE/MC CABE KILFOMEN, A MARRIED WOMAN
L.

A. WE ENCLOSE: Modification

- Note and Mortgage, which Mortgage is to be recorded
- Loan Closing Statement.
- Authorization for Hazard Insurance.
- Borrowers Certificate for Loan in Excess of 80%.
- Truth-In-Lending Statement-(deliver original to borrower).
- Right to Cancel.

10-20-2041-043
ALL
B-C-O
BB

Our check in the amount of \$ 14,700.00 . These funds may be used only upon recording of our documents and compliance with our instructions. Disbursement must occur within two working days or you are to return our funds without further instructions from us.

ALL LOAN DOCUMENTS TO BE EXECUTED EXACTLY AS NAMES ARE SHOWN WITHOUT ANY ALTERATIONS, ADDITIONS OR DELETIONS. IMMEDIATELY FOLLOWING EXECUTION, RETURN ALL ORIGINALS (UNLESS OTHERWISE INDICATED) AND DELIVER COPIES TO BORROWER.
PRIOR TO THE RECORDING OF OUR MORTGAGE YOUR TITLE SEARCH MUST INCLUDE A GENERAL INDEXING RUN OF ALL OF OUR BORROWERS AND ALL EXISTING MATTERS OF RECORD MUST BE REPORTED TO US REGARDLESS OF ANY ESCROW ARRANGEMENTS FOR THEIR SATISFACTION OR DISPOSITION.

B. MORTGAGEE'S POLICY

- UPON FURTHER AUTHORIZATION
- WITHOUT FURTHER AUTHORIZATION from us, you will record all instruments providing you can comply with these and any previous instructions and when you can issue title insurance with liability and title vested as set forth above, covering the above described property and when we can show said property.

SUBJECT ONLY TO:
1. 1986 & 1987

General and special taxes.

87186426

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THE COMPANY THAT...

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ATTORNEY

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