## NO SEPT 08 AL CO PAIS INSTRUMENT PREPARED BY:

DONNA WALLER

1988 NOV -3 AM 10: 11

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WHEN RECORDED MAIL TO HOME SAVINGS OF AMERICA
P.O. BOX 7075 BOX 355 - C
PASADENA, CALIFORNIA 91109-7075

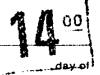
ORIG LOAN NO. 574198 LOAN NO. 989367-8

LOAN NO.

## **MODIFICATION OF NOTE AND MORTGAGE**

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this by and between OCTOBER, 1988

26th



GARY A. VOICHT AND KAREN M. VOIGHT, HUSBAND AND 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 by and between

JULY 18, 1985

GARY A. VOIGHT AND KAREN M. VOIGHT, HUSBAND AND WIFE

as Borrower, and Lender as Mortge-yee, recorded on

07/23/85

as Document

No. 85113894

, Page

, Official Records of

County, 1LL1NOIS

COOK munifiaged to Lender, that certain real property located in

COOK

County, Illinois, commonly known as

13961 BERKHANSTED COURT, ORLAND PARK, IL. 60462

described in the Mortgage. The Mortgage secures, an unit other things, a promissory note, dated in the original principal amount of \$ 72,400.00

JULY 18, 1985

GARY A. VOIGHT AND KAREN M. VOIGHT

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

B. By a second promissory note (the "Advance Note") of even dato herewith made by Borrower to the order of Lender, Lender (the "Additional Advance"). As a condition to the has loaned to Borrower the additional sum of \$ 11,000.00 making of the Additional Advance, Lender has required that the Original high 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 Adversor Note and the Mortgage as of the date hereof . At no time shall the indebtedness due under the mortgage exceed \$

is\$ 81,856.43 The Original Note and the Mortgage are hereby modified and amended as rollows:

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, recording 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 Advirce Note; and (c) satisfaction and performance by Borrower of each and every obligation and agreement of Borrower set forth human the Mortgagir or secured by the Mortgage

2. A default under the Mortgage, as herein modified and amended, shall occur in any of the foliocar gevents: (a) Borrower shall fail to pay when due any amount due under the Original Note, or the Adv. rice 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) Borrow is a all 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 dufault 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:

LENDER:

GARY A. VOIGHT

340 LC 16. KAREN M. VOIGHT

ATTEST

PTN: 27-02-308-022-0000

HOME SAVINGS OF AMERICA, F.A.

SE-5498 1 (Riiv B - 3/88) ARM (R.)

VICE PRESIDENT

ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

## **UNOFFICIAL COPY**

STATE OF ILLINOIS COUNTY

COOK

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

GARY A. VOIGHT AND KAREN M. VOIGHT, HUSBAND AND WIFE

ARE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me THEY this day in person, and acknowledged that 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

day of 26th

OCTOBER

88

My commission expires:

Notary Public

My Commission Funitor Nov. 20, 1989

STATE OF ILLINOIS COUNTY

1 the undersigned, a Notary ublic in and for the County and State aforesaid, do hereby certify that

26th

certify that LANNY L. GUYNON personally known to me to be the

VICE PRESIDENT

of HOME SAVINGS OF AMERICA, F.A., and

NOREEN DE MARIE , personally known to me to be the ASSN'T SECRETARY of said corporation and personally known to me bother same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that us such VICE PRESIDENT and ASSN'T SECRETARY

they signed and delivered the said instrument and caulled 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 find 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

OCTOBER

, 19 88

My coramission expires:

Notary Public

My Commission & Sires Nov. 20, 1989 Clart's Office