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88507708

THIS INSTRUMENT PREPARED BY:

DONNA WALLER

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075 BOX 333-CC
PASADENA, CALIFORNIA 91109-7075

1988 NOV -3 AM 10:11

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ORIG LOAN NO. 574198
LOAN NO. 989367-8

LOAN NO.

14⁰⁰
day of

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 26th
OCTOBER, 1988 by and between

GARY A. VOIGHT 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 JULY 18, 1985
by and between

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

as Borrower, and Lender as Mortgagee, recorded on 07/23/85 as Document
No. 85113894, Page _____, Official Records of COOK
County, ILLINOIS, mortgaged 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, among other things, a promissory note, dated JULY 18, 1985,
in the original principal amount of \$ 72,400.00, made by

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 date herewith made by Borrower to the order of Lender, Lender
has loaned to Borrower the additional sum of \$ 11,000.00 (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 \$ 81,856.43. At no time shall the indebtedness due under the mortgage exceed \$ 144,800.00.

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:

Gary A. Voight
GARY A. VOIGHT

Karen M. Voight
KAREN M. VOIGHT

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 27-02-308-022-0000

ATTEST BY: *Norine DeMarie*
ASSISTANT SECRETARY

By *Larry J. Grogan*
VICE PRESIDENT

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

214-496-3647/88

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STATE OF ILLINOIS
COUNTY

COOK

} SS:

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

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 26th day of OCTOBER, 1988



My commission expires:

Notary Public

My Commission Expires Nov. 20, 1989

STATE OF ILLINOIS
COUNTY

COOK

} SS:

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

certify that LANNY L. GUYMON VICE PRESIDENT of HOME SAVINGS OF AMERICA, F.A. and NOREEN DE MARIE VICE PRESIDENT, personally known to me to be the ASSN'T 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 ASSN'T 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 26th day of OCTOBER, 1988



My commission expires:

Notary Public

My Commission Expires Nov. 20, 1989

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Property of Cook County Clerk's Office