

THIS INSTRUMENT PREPARED BY: P. CAKTER

WHEN RECORDED MAIL TO: HOME SAVINGS OF AMERICA P.O. BOX 7078 PASADENA, CALIFORNIA 91109-7078

LOAN NO. 981610-9

88-518246

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 3rd day of OCTOBER, 1988 by and between THOMAS R. McCLAYTON AND MAUREEN C. McCLAYTON, HIS 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 DECEMBER 26, 1986 and between THOMAS R. McCLAYTON AND MAUREEN C. McCLAYTON, HIS WIFE

as Borrower and Lender as Mortgage, recorded on 01/22/87 Official Records of COOK County, Illinois, commonly known as 1410 NORTH STATE PARKWAY, CHICAGO, IL 60610

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated DECEMBER 26, 1986, made by THOMAS R. McCLAYTON AND MAUREEN C. McCLAYTON, HIS WIFE in the original principal amount of \$ 150,700.00

to the order of Lender (the "Original Note"). B. By a second promissory note (the "Advance Note") or even data herewith made by Borrower to the order of Lender, Lender has loaned to Borrower the additional sum of \$ 60,000.00 (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, the Original Note and the Mortgage as of the date hereof

C. The total amount of indebtedness due under the Original Note, the Advance Note and the Mortgage as of the date hereof is \$ 210,700.00. At no time shall the indebtedness due under the mortgage exceed \$ 436,800.00. 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 extension, modification 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 (all 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 or agreement of Borrower set forth or incorporated in or secured by the Mortgage, as modified and amended by the 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. Except as modified and amended by this Modification, the Mortgage, the Original Note, the Advance Note, 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.

BORROWER: THOMAS R. McCLAYTON
MAUREEN C. McCLAYTON

LENDER: HOME SAVINGS OF AMERICA F.A.
PTN: 17-04-211-036-1003

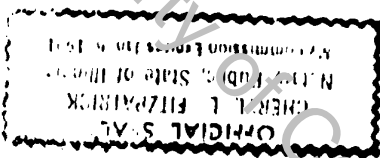
UNOFFICIAL COPY

By GARY BRASTON, ASSISTANT CLERK Notary Acknowledgments Appear on the Reverse

88-518246

Tommy - x 51125445 J21

UNIT 3-A TOGETHER WITH AN ITS UNDIVIDED BEING...
IN THE COMMON ELEMENTS IN 1410 NORTH STATE...
CONDITIONS AS DELINEATED AND DESCRIBED IN THE...
RECORDED AS INSTRUMENT NUMBER 88518246...
OF SECTION 4, TOWNSHIP 29 NORTH, RANGE 14, EAST OF THE...
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
Tax number 17-04-011-036-1003



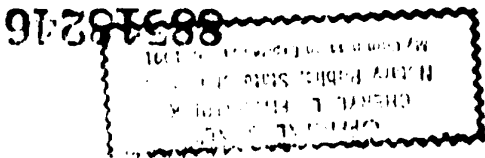
-88-518246

COOK COUNTY RECORDER
#2084 # D * 88-518246
T 11/09/88 13:34:00
DEPT 111
Notary Public \$12.25

General L. Fitzpatrick
1988

General L. Fitzpatrick
My commission expires

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GARY BRANSTROM
of HOME SAVINGS OF AMERICA, F.A. and PATRICIA CARTER
personally known to me to be the ASST. VICE PRES.
of said corporation and personally known to me to be the
personally known to me to be the ASST. 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 true 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 23RD day of SEPTEMBER 1988



STATE OF ILLINOIS
COOK COUNTY } ss

General L. Fitzpatrick
1988
My commission expires

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that
THOMAS R. McCLAYTON AND MAUREEN C. McCLAYTON, HIS WIFE
personally known to me to be the same person(s) whose name(s) ABE
subscribed to the foregoing instrument, appeared before me
this day in person, and acknowledged that THEY
act for the uses and purposes therein set forth.
Given under my hand and official seal this 3RD day of OCTOBER 1988

STATE OF ILLINOIS
COOK COUNTY } ss