

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

F. PETERSON

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

P.O. BOX 7075

PASADENA, CALIFORNIA 91103-7075

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 NOV 23 PM 2:36

88540157

88540157

LOAN NO. 1000800-1

Original Loan No. #R0487480

OC 2405, 1999

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this NOVEMBER, 1988 by and between DON MICHAEL LEFF AND SHARON LEFF, HIS WIFE

9th Day of

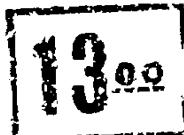
(the "Borrower"),

, and HOME SAVINGS OF AMERICA, F.A. (the "Lender"),

with reference to the following facts:

A. By that certain Mortgage and Assignment of Deeds (the "Mortgage") dated 11-3-83 by and between

DON MICHAEL LEFF AND SHARON LEFF, HIS WIFE



as Borrower; and Lender as Mortgagor, recorded on

11/15/83

No. 26,862,458 , Page . Official Records of Cook County, Illinois, making to Lender, that certain real property located in County, Illinois, commonly known as

6959 WEST 24th STREET, NORTH RIVERSIDE, IL. 60546 \*

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated in the original principal amount of \$ 30,000.00 , made by

11-3-83

, legally

DON MICHAEL LEFF AND SHARON LEFF

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 \$ 33,000.00 (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 \$ 60,123.85 . At no time shall the indebtedness due under the mortgage exceed \$ 116,800.00 .

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 will 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:

Don Michael Leff

DON MICHAEL LEFF

Sharon Leff

SHARON LEFF

LENDER:

HOME SAVINGS OF AMERICA, F.A.

\* PTW: 15-27-219-001

By: James F. Duffy

James F. Duffy, Vice President

Attest: Beatrice C. Rainville

Beatrice C. Rainville, Agent, Secretary  
NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY *of Cook*

} ss:

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

DON MICHAEL LEFF AND SHARON LEFF

personally known to me to be the same person(s) whom named  
this day in person, and acknowledged that

they signed and delivered the said instrument as

free and voluntary

Given under my hand and official seal, this

9th

day of

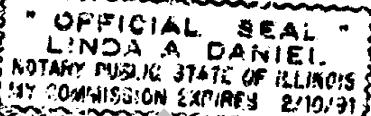
November

1988

*Linda A. Daniel*

My commission expires 2/10/91

Notary Public



STATE OF ILLINOIS  
COUNTY *of Cook*

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

EXCEP/2000 JAMES P. LITTRY

personally known to me to be the Vice President

SEATRICK C. RAVEN

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

9th

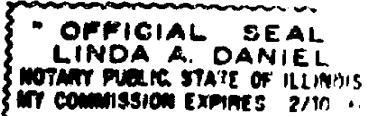
day of

November

1988

*Linda A. Daniel*

Notary Public



LOT 8 IN BLOCK 10 IN KOMMERK'S WEST 22ND STREET 5TH ADDITION BEING A  
SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27,  
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

*E.L. Sh*

SEARCHED

INDEXED

SERIALIZED

FILED

Box 15

# UNOFFICIAL COPY

LOT 6 IN BLOCK 10 IN KOMAREK'S WEST 2ND STREET 5TH ADDITION BEING A  
SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27,  
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

88540157

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office