

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

J. SMITH

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075

PASADENA, CALIFORNIA 91109-7075

-88-591638

LOAN NO. 1016706-2

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 16th day of DECEMBER, 1988 by and between JOSEPH SPAVONE AND RITA SPAVONE, 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 7/25/86 by and between JOSEPH SPAVONE AND RITA SPAVONE, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on 09/03/86, as Document No. 86389573, Page , Official Records of Cook County, Illinois, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 6049 NORTH TROY STREET, CHICAGO, IL. 60659, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 7/25/86 in the original principal amount of \$ 72,000.00, made by

JOSEPH SPAVONE AND RITA SPAVONE, HUSBAND AND WIFE

LOT 42 IN KRENN AND DATO'S LINCOLN-KEDZIE ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-01-124-015

-88-591638

COMMONLY KNOWN AS: 6049 N. TROY, CHICAGO, ILLINOIS

1. This grant of both in the mortgage is essential for the purpose of creating and securing (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:

Joseph Spavone
JOSEPH SPAVONE

Rita Spavone
RITA SPAVONE

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 13 01 124 015

By Thomas B. Eagle
THOMAS B. EAGLE, Vice President

By Grozdana R. Skogsberg
GROZDANA R. SKOGSBERG, Asst. Secretary

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

4827-1006164

88-591638

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY Cook

} SS:

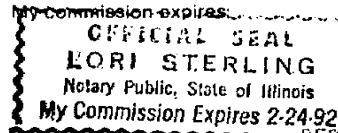
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

JOSEPH SPAVONE AND RITA SPAVONE, 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 16th day of December, 19 88

Lori Sterling



Notary Public

REC-01 RECORDING \$12.25
140222 TRAP 2106 12/23/88 10:35:00
27103 * B * 4-83-157 1638
COOK COUNTY RECORDER

STATE OF ILLINOIS
COUNTY Cook

} SS:

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

personally known to me to be the THOMAS B. EAGLE, Vice President

of HOME SAVINGS OF AMERICA, F.A. and

personally known to me to be the GROZDANA R. SKOGSBERG, Asst. 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 such Vice President and Asst. 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 16th day of December, 19 88

Lori Sterling

My commission expires:

Notary Public



88591638

88591638

12/23/88

BY THOMAS B. ENGLE, Vice President, Notary Public, State of California, No. 10000, My Commission Expires 12/31/80
BY *[Signature]* Notary Public, State of California, No. 10000, My Commission Expires 12/31/80

UNOFFICIAL COPY

HOME SAVINGS OF AMERICA, F.A.
LENDER:

PTN. 13 01 124 015

BORROWER: *[Signature]* JOSEPH SPAVONE
[Signature] RITA SPAVONE

EXECUTED the year and date first above written.
Modification, this Modification shall not affect the lien and charge of the Mortgage upon the property covered thereby.
Original Note or the Mortgage are or shall be deemed to be prejudiced by reason of this Modification. Except as provided in this
4. Except as modified and amended by this Modification, the Original Note, the Mortgage, and any instruments, documents
the Advance Note shall be and constitute a default under the Original Note.
3. A default under the Original Note or Mortgage shall be and constitute a default under the Advance Note. A default under
Modification.
obligation or agreement of Borrower set forth or incorporated in or secured by the Mortgage, as modified and amended by this
agreement of Borrower, set forth or incorporated in the Original Note or the Advance Note; or (b) Borrower shall fail to perform any
fail to pay when due any amount due under the Original Note, or the Advance Note or otherwise fails to perform any obligation or
2. A default under the Mortgage, as herein modified and amended, shall occur in any of the following events: (a) Borrower shall
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.
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
The Original Note and the Mortgage are hereby modified and amended as follows:
is \$ 57,816.87. At no time shall the indebtedness due under the mortgage exceed \$ 155,200.00
C. The total amount of indebtedness due under the Original Note, the Advance Note and the Mortgage as of the date hereof
Advance and the obligations of Borrower set forth in the Advance Note by the Mortgage.
making of the Additional Advance. Lender has required that the Original Note and the Mortgage be modified to secure the Additional
has loaned to Borrower the additional sum of \$ 57,000.00 (the "Additional Advance"). As a condition to the
B. By a second promissory note (the "Advance Note") or even date herewith made by Borrower to the order of Lender, Lender
to the order of Lender (the "Original Note").

88-591638

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 16th day of DECEMBER, 1988 by and between JOSEPH SPAVONE AND RITA SPAVONE, 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 7/25/86 by and between JOSEPH SPAVONE AND RITA SPAVONE, HUSBAND AND WIFE as Borrower, and Lender as Mortgagee, recorded on 09/03/86 as Document

THIS INSTRUMENT PREPARED BY: J. SMITH
WHEN RECORDED MAIL TO: HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075
LOAN NO. 1016706-2

88-591638

4627-CODELBY

