

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
L. DARBY

MAIL TO 

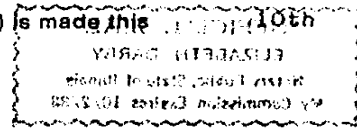
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

88380883

LOAN NO. 949373-5

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 10th day of AUGUST, 1988 by and between MARIA E. HOZ, DIVORCED AND NOT SINCE REMARRIED



(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 MARIA E. HOZ, DIVORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgagee, recorded on 06/30/87 as Document No. 87-357336, Page , Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 4034 NORTH WHIPPLE STREET, CHICAGO, IL. 60618

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated JUNE 11, 1987 in the original principal amount of \$ 44,000.00, made by MARIA E. HOZ, DIVORCED AND NOT SINCE REMARRIED

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 \$ 11,600.00 (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 \$ 53,406.26. At no time shall the indebtedness due under the mortgage exceed \$ 94,400.00. 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.

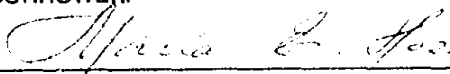
2. A default under the Mortgage, as herein modified and amended, shall occur in any of the following events: (a) Borrower shall fail to pay when due any amount due under the Original Note, or the Advance Note or otherwise fails to perform any obligation or agreement of Borrower set forth or incorporated 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.

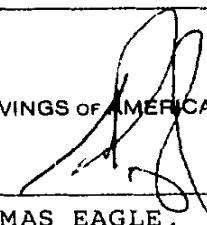
BORROWER:


MARIA E. HOZ

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 13013 326 222 0000

By  THOMAS EAGLE, ASSISTANT VICE PRESIDENT


GROZDANA SKOGSBERG, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

L-103394-CIA Thomas

LAND TITLE CO.

88380883

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

MARIA E. HOZ, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person(s) whose name(s) **IS** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **SHE** signed and delivered the said instrument as **HER OWN** free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this **11th**

day of **AUGUST**, 19 **88**

Elizabeth Darby
My commission expires: _____ Notary Public



DEPT-01 \$12.00
T#4444 TRAN 1736 08/22/88 14:59:00
#1116 # D * -88-380883
COOK COUNTY RECORDER

STATE OF ILLINOIS
COUNTY OF COOK

SS:

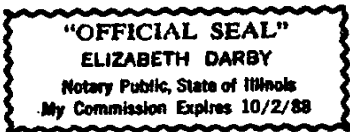
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **THOMAS EAGLE AND GROZDANA SKOGSBERG**

personally known to me to be the **ASSISTANT VICE PRESIDENT** of **HOME SAVINGS OF AMERICA, F.A.**, and **ASSISTANT SECRETARY**

of said corporation and 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 severally acknowledged that such **ASSISTANT 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.

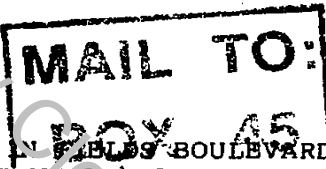
Given under my hand and official seal, this

11th day of **AUGUST**, 19 **88**



Elizabeth Darby
My commission expires: _____ Notary Public

-88-380883



LOT 10 AND THE SOUTH HALF OF LOT 9 IN BLOCK 8 IN ~~WELLS BOULEVARD~~ ADDITION TO IRVING PARK, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4034 NORTH WHIPPLE STREET, CHICAGO, ILLINOIS 60618

PTN: ~~88-380883~~

88380883

#12-