

BOOK COUNTY, ILLINOIS
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1989 OCT 11 AM 11:53

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BOX 333 - GG
MODIFICATION OF NOTE AND MORTGAGE

LOAN NO. 1114932-5
ORIGINAL LOAN NO. 790585

THIS INSTRUMENT PREPARED BY
C. FITZPATRICK
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

12 00

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this
OCTOBER, 1989 by and between
GREGORY D. HOPP AND MARY BETH HOPP, 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 12-15-87
GREGORY D. HOPP AND MARY BETH HOPP, HUSBAND AND WIFE
as Borrower, and Lender as Mortgagee, recorded on 12/29/87
No. 87678803 (Official Records of Cook County, Illinois, commonly known as
1323 WEST WEBSTER AVENUE, CHICAGO, IL. 60614
described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 12-15-87
in the original principal amount of \$ 100,000.00, made by
GREGORY D. HOPP AND MARY BETH HOPP, HUSBAND AND WIFE
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 \$ 15,000.00 (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 Advance 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 \$ 194,891.35. At no time shall the indebtedness due under the mortgage exceed \$ 320,000.00.
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, or 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: GREGORY D. HOPP
MARY BETH HOPP
LENDER: HOME SAVINGS OF AMERICA, F.A.
JAMES F. DUFFY, VICE PRESIDENT
PATRICIA M. WILSON, ASST. SECRETARY
ATTEST: [Signature]
PTN: 14-32-125-038

BY: [Signature]
NOTARY ACKNOWLEDGMENTS APPEAR ON THE REVERSE
SF-5498-1 (Rev. 5-3/88) (ARM 11)

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THAT PART OF THE NORTH 40 FEET OF SUB-BLOCK 11 AND VACATED NORTH-SOUTH ALLEY IN SAID SUB-BLOCK 11 IN THE SUBDIVISION OF BLOCK 15 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 45 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING BETWEEN 2 PARALLEL LINES DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID TRACT AND THROUGH POINTS IN SAID LINE THAT ARE 28.87 FEET AND 54.87 FEET EAST OF THE NORTH WEST CORNER OF SAID TRACT

[Handwritten initials]

"OFFICIAL SEAL"
LINDA A. DANIEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/10/91

Notary Public My commission expires: 2/10/91

[Signature]
OCTOBER 2nd 1989

Given under my hand and official seal, this 2nd day of OCTOBER 1989
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that
of HOME SAVINGS OF AMERICA, F.A. and
VICE PRESIDENT
PAMELA J. WOLFFCH
personally known to me to be the
ASSISTANT SECRETARY
and ASSISTANT 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
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.

STATE OF ILLINOIS
COUNTY OF COOK
SS: }
JAMES J. JUFFY

"OFFICIAL SEAL"
CHERYL L. FITZPATRICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 6, 1991

Notary Public My commission expires: 1-6-91

[Signature]
October 2nd 1989

Given under my hand and official seal, this 2nd day of October 1989
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that
they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.
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.

STATE OF ILLINOIS
COUNTY
SS: }
Cook