

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:  
C. FITZPATRICK



WHEN RECORDED [REDACTED]  
HOME SAVINGS OF AMERICA  
P.O. BOX 7075  
PASADENA, CALIFORNIA 91109-7075

LOAN NO. 1046351-1

## MODIFICATION OF NOTE AND MORTGAGE 89127017

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 1st day of MARCH, 1989 by and between JOHN CEBOLLERO AND SOPHIA CEBOLLERO, 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 10-20-87 by and between JOHN CEBOLLERO AND SOPHIA CEBOLLERO, HUSBAND AND WIFE

as Borrower, and Lender as Mortgages, recorded on 11/02/87 as Document No. 87-590241, Page [REDACTED], Official Records of Cook County, Illinois, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 3638 NORTH WAYNE AVENUE, CHICAGO, IL. 60613

LOT 39 IN BLOCK 12 IN EDISON SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT A PART OF THE NORTHEAST CORNER THEREOF) TOGETHER WITH PART OF LOT 12 IN LAFLING, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, AFORESAID, IN COOK COUNTY, ILLINOIS.

has loaned to Borrower the additional sum of \$ 20,000.00 (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 \$ 109,661.05. At no time shall the indebtedness due under the mortgage exceed \$ 198,400.00

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:

[Signature]  
JOHN CEBOLLERO

[Signature]  
SOPHIA CEBOLLERO

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By [Signature]  
Gary Branstrom, Asst. Vice President

[Signature]  
Notary Acknowledgements Appear on the Reverse  
Notary Acknowledgements Appear on the Reverse

L-104012-CIA [Signature]

89127017

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STATE OF ILLINOIS  
COUNTY COOK

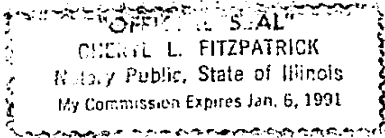
} SS:

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

**JOHN CEBOLLERO AND SOPHIA CEBOLLERO, 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 **1st** day of **March**, 19**89**



*Cheryl L. Fitzpatrick*  
My commission expires: \_\_\_\_\_ Notary Public

DEPT-01 RECORDING \$12.25  
T#2222 TRAN 8826 03/22/89 15:30:00  
#8163 B \*-89-127017  
COOK COUNTY RECORDER

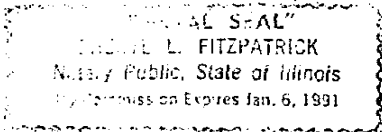
STATE OF ILLINOIS  
COUNTY COOK

} SS:

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

certify that **GARY BRANSTROM** personally known to me to be the **ASST. VICE PRESIDENT** of **HOME SAVINGS OF AMERICA, F.A.** and **PAMELA CARTER** personally known to me to be the **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 as such **ASST. 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 **1st** day of **March**, 19**89**



*Cheryl L. Fitzpatrick*  
My commission expires: \_\_\_\_\_ Notary Public

89127017

89127017

12 Mail

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:  
 C. FITZPATRICK  
 WHEN RECORDED  
 HOME SAVINGS OF AMERICA  
 P.O. BOX 7075  
 PASADENA, CALIFORNIA 91109-7075  
 LOAN NO. 1046351-1



**MODIFICATION OF NOTE AND MORTGAGE 89122017**

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 1st day of MARCH, 1989 by and between JOHN CEBOLLERO AND SOPHIA CEBOLLERO, 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 10-20-87 by and between JOHN CEBOLLERO AND SOPHIA CEBOLLERO, HUSBAND AND WIFE

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 10-20-87, in the original principal amount of \$ 90,000.00, made by JOHN CEBOLLERO AND SOPHIA CEBOLLERO, HUSBAND AND WIFE

B. By a second promissory note (the "Advance Note") or even date herewith made by Borrower to the order of Lender (the "Original Note"), has loaned to Borrower the additional sum of \$ 20,000.00 (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 \$ 109,661.05. At no time shall the indebtedness due under the mortgage exceed \$ 198,400.00  
 The Original Note and the Mortgage are hereby modified and amended as follows:

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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.

BORROWER:

*John Cebollero*  
 JOHN CEBOLLERO

*Sophia Cebollero*  
 SOPHIA CEBOLLERO

LENDER:

HOME SAVINGS OF AMERICA, F.A.

LAND TITLE COMPANY

L-104013-21A  
 1A1C

**UNOFFICIAL COPY**

BY: *Gary Branstrom*, Assoc. Vice President  
 NOTARY ACKNOWLEDGMENTS APPEAR ON THE REVERSE  
 SF-5496-1 (Rev. 8-3-88) ARM (LL)

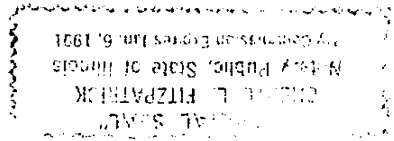
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Property of Cook County Clerk's Office

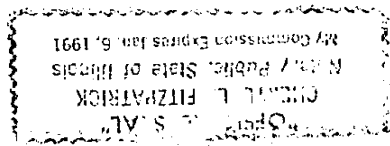
89127017



Given under my hand and official seal, this 1st day of March, 1989, 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 SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH ASST. VICE PRESIDENT AND 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 AS SUCH ASST. VICE PRESIDENT AND ASST. SECRETARY OF SAID CORPORATION AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION 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 COOK  
SS: }



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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 COOK  
SS: }

JOHN CEBOLLEIRO AND SOPHIA CEBOLLEIRO, HUSBAND AND WIFE

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

DEPT-01 RECORDING \$12.25  
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