

# UNOFFICIAL COPY

309765

THIS INSTRUMENT PREPARED BY:  
JOHN HEDRICH

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

LOAN NO. 1083899-3

89269658

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 6th day of JUNE, 1989 by and between **PATRICK A. DARBY AND ELIZABETH DARBY, 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 April 12, 1988 by and between **PATRICK A. DARBY AND ELIZABETH DARBY, HUSBAND AND WIFE**

as Borrower, and Lender as Mortgagee, recorded on 04/19/88 as Document No. 88 162 529, Page       , Official Records of Cook County, Illinois, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 1847 MORSE AVENUE, DES PLAINES, IL. 60018

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated April 12, 1988, legally in the original principal amount of \$ 72,000.00, made by DEPT-01 \$12.00

Patrick A. Darby and Elizabeth Darby

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#2536 #A \*89-269658  
COOK COUNTY RECORDER

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 \$ 5,000.00 (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 \$ 76,445.49. At no time shall the indebtedness due under the mortgage exceed \$ 144,000.00

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 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:

Patrick A. Darby  
PATRICK A. DARBY

Elizabeth Darby  
ELIZABETH DARBY

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 09 33 117 005

By Thomas Eagle, VICE PRESIDENT

By Grozdana R. Skogsberg, Asst. Sec.

Box 158

1200

89269658

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY

} ss:

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

**PATRICK A. DARBY AND ELIZABETH DARBY**  
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 6th day of June, 1989

  
My commission expires: **My Commission Expires Nov. 20, 1989** Notary Public

STATE OF ILLINOIS  
COUNTY

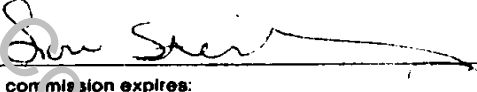
} ss:

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

**Thomas Eagle** of HOME SAVINGS OF AMERICA, F.A. and  
personally known to me to be the **Vice President**, personally known to me to be the **Assistant Secretary**  
**Grozdana R. Skogsberg** 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 **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 6th day of June, 1989



  
My commission expires: Notary Public

LOT 74 IN TOWN IMPROVEMENT CORPORATION'S DES PLAINES COUNTRYSIDE UNIT NO. 5 BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 207 FEET THEREOF AND EXCEPT THAT PART OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 LYING WEST OF THE WEST LINE OF THE EAST 24 ACRES THEREOF RUNNING SOUTH OF THE SOUTH LINE EXTENDED OF THE NORTH 8 ACRES OF THE WEST 16 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

89269658