

UNOFFICIAL COPY



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

90456393

LOAN NO. 1254350-0
ORIGINAL LOAN NO. 000979379

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 13th day of SEPTEMBER, 1990 by and between

JONATHAN G. ANDERSON, MARRIED TO PATRICIA A. ANDERSON (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 SEPTEMBER 8, 1988 by and between

JONATHAN G. ANDERSON, MARRIED TO PATRICIA A. ANDERSON

as Borrower, and Lender as Mortgagee, recorded on 09/14/88 as Document No. 88418755, Page [blank], Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 1100 LOWELL LANE, SCHAUMBURG, IL. 60193

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated SEPTEMBER 8, 1988, in the original principal amount of \$ 96,000.00, made by JONATHAN G. ANDERSON

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 \$ 10,000.00 (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 \$ 108,581.05. At no time shall the indebtedness due under the mortgage exceed \$ 192,000.00. 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:

[Signature of Jonathan G. Anderson]
JONATHAN G. ANDERSON

[Signature of Patricia A. Anderson]
PATRICIA A. ANDERSON*

*SIGNING STRICTLY FOR THE SOLE PURPOSE OF WAIVING MY HOMESTEAD RIGHTS IN THE PROPERTY LOCATED AT 1100 LOWELL LANE, SCHAUMBURG, IL 60193

HOME SAVINGS OF AMERICA, F.A.

PIN: 07-29-112-018

By [Signature of Michael Schier]
MICHAEL SCHIER, VICE PRESIDENT

[Signature of Bruce C. Lind]
BRUCE C. LIND, ASST. VICE PRESIDENT

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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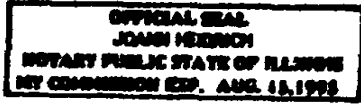
STATE OF ILLINOIS
COUNTY of Cook

} ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that
Jonathan G. Anderson married to Patricia A. Anderson married to Jonathan G.
Anderson

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 13th day of September, 1990



My commission expires:

Joann Hedrich
Notary Public

90456393

DEPT-01 RECORDING \$13.25
TR2222 TRAN 6232 09/19/90 10:48:00
#9063 # 20 * -90-456393
COOK COUNTY RECORDER

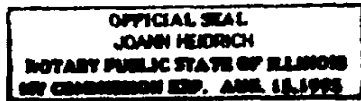
STATE OF ILLINOIS
COUNTY of Cook

} ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that
certify that Michael Schier and Bruce C. Lind

personally known to me to be the Vice President of HOME SAVINGS OF AMERICA, F.A. and
Assistant Vice President, personally known to me to be the Officers
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 Asst. Vice President
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 13th day of September, 1990



My commission expires:

Joann Hedrich
Notary Public

LOT 5194 IN WEATHERSFIELD UNIT 5, BEING A SUBDIVISION IN SECTIONS 28 AND 29, TOWNSHIP
41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY,
ILLINOIS ON JANUARY 21, 1965 AS DOCUMENT NO. 19363546, IN COOK COUNTY, ILLINOIS.

Office
INITIAL
JGH
PAH

90456393

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