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THIS INSTRUMENT PREPARED BY:
ARLENE PETRIK

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 OCT -1 PM 12: 12

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

LOAN NO. 1254044-9
ORIGINAL LOAN NO. 01101124

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 21st day of SEPTEMBER, 1990 by and between

Richard Bilek and Nancy L. Bilek, husband and wife, who acquired title as Richard Bilek, married to Nancy L. Bilek

(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 July 27, 1989 by and between

Richard Bilek, married to Nancy L. Bilek

as Borrower, and Lender as Mortgagee, recorded on 08/02/89 as Document No. 89354640, Page -----, Official Records of Cook County, Illinois, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as

1A COBBLESTONE COURT, PALOS HILLS, IL. 60465

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated July 27, 1989 in the original principal amount of \$ 68,500.00, made by

Richard Bilek

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 \$ 23,000.00 (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 \$ 91,240.18. At no time shall the indebtedness due under the mortgage exceed \$ 142,400.00.

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:

Richard Bilek
RICHARD BILEK

Nancy L. Bilek
NANCY L. BILEK

13⁰⁰

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 23-14-400-071-1064

ATTEST:

By *Lanny L. Gannon*
LANNY L. GANNON, VICE PRESIDENT

By *Noreen De Marie*
NOREEN DE MARIE, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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78-71-8646
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STATE OF ILLINOIS
COUNTY OF COOK

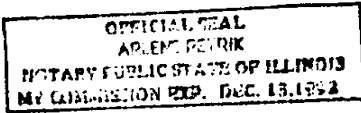
} SS:

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

Richard Bilek and Nancy L. Bilek, 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 21st day of September, 1990



Arlene Petrik
My commission expires: _____ Notary Public

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 Lanny L. Guymon

personally known to me to be the Vice President

of HOME SAVINGS OF AMERICA, F.A. and Noreen DeMarie

Assistant Secretary, personally known to me to be the 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 21st day of September, 1990



Arlene Petrik
My commission expires: _____ Notary Public

AS PER LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

UNIT NUMBER 15-'A' IN STONY CREEK CONDOMINIUM AS DELINEATED ON SURVEY OF A PART OF THE WEST 9.2433 ACRES OF THE EAST 10 ACRES OF THE WEST 28.34 ACRES LYING SOUTH OF THE CALUMET FEEDER OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY THE MELROSE PARK NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 1467 AND RECORDED AS DOCUMENT 22923870 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

23-14-400-071-1064

1A Cobble Stone Ct

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