12402 160 1907.890 65-4441

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

1268828-9 LOAN NO. ORIGINAL LOAN NO. 471013

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this OCTOBER, 1990 by and between

31st

day of

MARY FRANCES MCGILVRAY, A SPINSTER

(the "Borrower").

, and HOME SAVINGS of AMERICA, F.A. (the "Lender"),

with reference to the following facts:

A. By that certain Mcrtgage and Assignment of Rents (the "Mortgage) dated by and between

JUNE 23, 1983

MARY FRANCES MCGILVEAY, A SPINSTER

as Borrower, and Lender as Mortgague, recorded on

07/13/93

COOK

, Page , Official Records of No. 26686393 ILLINOIS , martgriged to Lender, that certain real property located in County,

COOK

County, Illinois, commonly known as

3243 NORTH LAKENCOD, CHICAGO, IL. 60657

, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 62,000 00 in the original principal amount of \$ , made by

JUNE 23, 1983

FRANCES MCGILVRAY MARY

to the order of Lender (the "Original Note").

B. By a second promissory note (the "Advance Note") of even dute herewith made by Borrower to the order of Lender, Lender has loaned to Borrower the additional sum of \$ 13.000.00 (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.

The total amount of indebtedness due under the Original Note, the Idvance Note and the Mortgage as of the date hereof

. At no time shall the indebtedness due under the clork age exceed \$ 124,800.00 is\$ 66.630.58

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 final 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 wents: (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.

JOHN ERIC BOWMAN, ASSISTANT VICE PRESIDENT

BORROWER: MARY FRANCES MCGILVRAY

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 14-20-327-006-0000

GROZDANA R. SKOGSBER

ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

## **UNOFFICIAL COPY**

STATE OF ILLINOIS

COUNTY

OF COOK

ss:

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

MARY FRANCES MCGILVRAY, A SPINSTER

personally known to me to be the same person(s) whose name(s) this day in person, and acknowledged that SHE

Given under my hand and official seal, this

signed and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me HER free and voluntary

act for the uses and purposes therein set forth.

" OFFICIAL SEAL " ELIZABETH DARBY NOTARY PUBLIC. STATE OF ILLINOIS } 37 COMMISSION EXPIRES 12/4/93

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

JOHN ERIC BOWMAN certify that

personally known to me to be the ASSISTENT E

GROZDNA R. SKOGSBER of HOME SAVINGS OF AMERICA, F.A., and

, personally known to me to be the ASSISTANT SECRETARY

of said corporation and personally known to me to 50 has same persons whose names are subscribed to the foregoing instrument, appeared before me to 5 day in person and severally acknowledged that ar such PRESIDENT and ASSISTANT SECRETAR ASSISTANT SECRETARY me to 5 day in person and severally acknowledged that ar such

they lighed and delivered the said instrument and cause 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 purp ses therein set forth.

even under my hand and official seal, this

31st

OCTOBER

SEAL OFFICIAL ELIZABETH DARBY NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 12/4/93

LOT 7 IN BLOCK 6 IN WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTH EAST & OF THE SOUTH WEST & OF SECTION 20, TOWNS:17 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO EVANSTON AND LAKE SUPERIOR RAILROAD, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 3243 NORTH LAKEWOOD CHICAGO, IL 60657

PTN: 14-20-327-006-0000