

UNOFFICIAL COPY

90548031

THIS INSTRUMENT PREPARED BY:

L. DECMAN

WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
P.O. BOX 7076

PASADENA, CALIFORNIA 91109-7076

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 NOV -9 PM 12:20

90548031

LOAN NO. 1225426-4

ORIGINAL LOAN NO. 993600

BOX 333 - GG

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 29th day of OCTOBER, 1990 by and between

CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JUNE 9, 1989, AND KNOWN AS TRUST NO. 1093097

(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 10-14-88 by and between

CHICAGO TITLE AND TRUST COMPANY

as Borrower, and Lender as Mortgagee, recorded on 10/24/88 as Document

No. 88488872, Page , Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as

5705 NORTH NORTHCOTT AVENUE, CHICAGO, IL. 60646

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 10-14-88 in the original principal amount of \$ 85,000.00, made by

KATHLEEN T. McGOUGH, DIVORCED AND NOT SINCE REMARRIED

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 \$ 28,500.00 (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 \$ 115,115.84. At no time shall the indebtedness due under the mortgage exceed \$ 211,200.00. 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 continued 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:

CHICAGO TITLE AND TRUST COMPANY  
AS TRUSTEE, TRUST #1093097

BY:

*[Signature]*

LENDER:

HOME SAVINGS OF AMERICA, F.A.

FTN: 13-06-413-019

By THOMAS EAGLE-VICE PRESIDENT

*[Signature]*  
BRENDA JONES-ASST. SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

Carroll 7/28-239 CC ALL - 10/29/90

13.00

90548031

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY COOK

} SS:

the undersigned, a Notary Public in and for said county and state, do hereby certify that DAVID L. STEPHANO  
ASST. VICE PRESIDENT AND SUSAN BOCKER ASST. SECRETARY of Chicago Title and Trust Company

personally known to me to be the same person(s) whose name(s) ALL 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

day of NOV 06 1990, 19



Lynda S. Barrie  
My commission expires: \_\_\_\_\_ Notary Public

STATE OF ILLINOIS  
COUNTY COOK

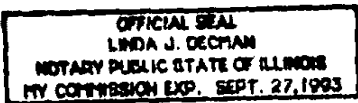
} SS:

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

~~XXXXXXXX~~ THOMAS EAGLE VICE PRESIDENT of HOME SAVINGS OF AMERICA, F.A. and BRENDA JONES  
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 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 29th day of OCTOBER, 19 90



Linda J. Decman  
My commission expires: \_\_\_\_\_ Notary Public

90578031