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90581787

THIS INSTRUMENT PREPARED BY:
B. JONES

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

90581787

LOAN NO. 1264625-3
ORIGINAL LOAN NO. 837202

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 9th day of NOVEMBER, 1990 by and between LYNNE A. DUBIN, DIVORCED AND NOT SINCE REMARRIED

(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 11-20-87 by and between LYNNE A. DUBIN, DIVORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgagee, recorded on 11/23/87 as Document No. 87 626 276, Page , Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 155 NORTH HARBOR DRIVE, #709, CHICAGO, IL. 60601

described in the Mortgage. The Mortgage secures, among other things, a promissory note dated 11-20-87 in the original principal amount of \$ 116,100.00, made by LYNNE A. DUBIN, DIVORCED AND NOT SINCE REMARRIED, legally #1199 # B *-90-581787 \$14.00 T#2222 TRAN 0278 11/29/90 16:08:00 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 \$ 40,000.00 (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 \$ 156,395.18. At no time shall the indebtedness due under the mortgage exceed \$ 206,400.00

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:



LYNNE A. DUBIN

LENDER:

HOME SAVINGS OF AMERICA F.A.

*PTN: 17-10-40-1005-1079

By THOMAS EAGLE-VICE PRESIDENT


BRENDA JONES-ASST. SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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STATE OF ILLINOIS }
COUNTY COOK } ss:

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

LYNNE A DUBIN, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person(s) whose name(s) **IS** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **SHE** signed and delivered the said instrument as **HER** free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this **9th** day of **NOVEMBER**, 19 **90**

OFFICIAL SEAL
BRENDA W. JONES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 12, 1991

Brenda W. Jones
My commission expires: _____ Notary Public

STATE OF ILLINOIS }
COUNTY COOK } ss:

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

~~XXXXXXXX~~ **THOMAS EAGLE**
personally known to me to be the **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 **9th** day of **NOVEMBER**, 19 **90**

OFFICIAL SEAL
LINDA J. DECIAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT. 27, 1993

Linda J. Decian
My commission expires: _____ Notary Public

9058-2700

Property of Cook County Clerk's Office

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EASEMENTS OF SUPPORT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL EASEMENTS, AS SHOWN ON THE PLAT OF HARBOR POINT UNIT 1, AFORESAID AND AS SUPPLEMENTED BY THE PROVISIONS OF ARTICLE III OF DECLARATION OF COVENANTS AND RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNER'S ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 9912 AND UNDER TRUST NUMBER 9930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22 939 631 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT HERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22 939 632; ALL IN COOK COUNTY, ILLINOIS AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 9912 TO ANTHONY M. MARINELLI AND ELLEN G. MARINELLI, HIS WIFE DATED DECEMBER 13, 1974 AND RECORDED OCTOBER 13, 1974 AS DOCUMENT 22 671 344, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS OF ACCESS FOR THE BENEFIT OF PARCEL 1 AFORESAID THROUGH, OVER AND ACROSS LOT 3 IN BLOCK 2 IN SAID HARBOR POINT UNIT 1 ESTABLISHED PURSUANT TO ARTICLE III OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 9912 AND UNDER TRUST NUMBER 9930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22 939 631 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT HERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22 939 632) AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 9912 TO ANTHONY M. MARINELLI AND ELLEN G. MARINELLI, HIS WIFE DATED DECEMBER 13, 1974 AND RECORDED OCTOBER 13, 1974 AS DOCUMENT 22 671 344.

PARCEL 2: EASEMENTS OF ACCESS FOR THE BENEFIT OF PARCEL 1 AFORESAID THROUGH, OVER AND ACROSS LOT 3 IN BLOCK 2 IN SAID HARBOR POINT UNIT 1 ESTABLISHED PURSUANT TO ARTICLE III OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 9912 AND UNDER TRUST NUMBER 9930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22 939 631 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT HERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22 939 632) AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 9912 TO ANTHONY M. MARINELLI AND ELLEN G. MARINELLI, HIS WIFE DATED DECEMBER 13, 1974 AND RECORDED OCTOBER 13, 1974 AS DOCUMENT 22 671 344, IN COOK COUNTY, ILLINOIS.

FILE NUMBER: 307694 POLICY NUMBER AGO-99268

PARCEL 1: UNIT NUMBER 709 IN HARBOR DRIVE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THAT PART OF CERTAIN PARCEL OF REAL ESTATE (HEREINAFTER CALLED "PARCEL 1"): LOTS 1 AND 2 IN BLOCK 2 IN HARBOR POINT UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING THAT PART OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN FILED IN THE OFFICE OF THE REGISTRAR OF TITLES DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, PROPERTY AND SPACE OCCUPIED BY THOSE PARTS OF BELL, CAISSON, CAISSON CAR AND COLUMN LOTS 1-A, 1-B,

6. THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

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Property of Cook County Clerk's Office

NAME: [REDACTED]

ADDRESS: [REDACTED]

CITY: [REDACTED]

STATE: [REDACTED]

ZIP: [REDACTED]

DATE: [REDACTED]

TIME: [REDACTED]

BY: [REDACTED]

FOR: [REDACTED]

REASON: [REDACTED]

REMARKS: [REDACTED]