

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:  
DELPHINE KRONAU



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

90035567

LOAN NO. 1158541-1  
ORIGINAL LOAN NO. 979395

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 9th day of JANUARY, 1990 by and between

ANTHONY R. MANGIAMELE AND TAMI MANGIAMELE, HUSBAND AND WIFE (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 30, 1988 by and between

ANTHONY R. MANGIAMELE, A BACHELOR AND TAMI CHRISTMAS, A SPINSTER

as Borrower, and Lender as Mortgagee, recorded on 10/07/88 as Document No. 88-464615, Page \_\_\_\_\_, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 105 BURR OAK LANE, #D-1, SCHALMBURG, IL. 60193, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated SEPTEMBER 30, 1988 in the original principal amount of \$ 60,700.00, made by

ANTHONY R. MANGIAMELE, A BACHELOR AND TAMI CHRISTMAS, A SPINSTER

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 \$ 69,933.09. At no time shall the indebtedness due under the mortgage exceed \$ 129,600.00

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:

Anthony R. Mangiamele  
ANTHONY R. MANGIAMELE

Tami Mangiamele  
TAMI MANGIAMELE

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 07-22-402-045-1143

By Michael Schier  
MICHAEL SCHIER, VICE PRESIDENT

Kimberly Fiedler  
KIMBERLY FIEDLER, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE 2

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STATE OF ILLINOIS  
COUNTY

} SS: COOK

90-035567

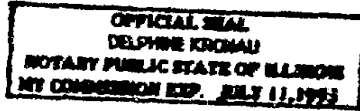
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

ANTHONY R. MANGIAMELE AND TAMI MANGIAMELE, 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 9th day of JANUARY, 19 90

*Delphine Kronau*  
My commission expires: JULY 11, 1993 Notary Public



STATE OF ILLINOIS  
COUNTY

} SS: COOK

DEPT-01 RECORDING  
FEBRUARY 23, 1990  
RECORDING SECTION

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

certify that MICHAEL SCHIER  
personally known to me to be the VICE PRESIDENT  
KIMBERLY FIEDLER

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 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 9th day of JANUARY, 19 90

*Delphine Kronau*  
My commission expires: JULY 11, 1993 Notary Public



UNIT NUMBER 1-5-19-R-D-1 AND GARAGE UNIT NUMBER G-1-5-19-R-D-1 AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND BEING A PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22 AND PART OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1977 KNOWN AS TRUST NO. 22502, RECORDED MARCH 30, 1978 AS DOCUMENT NUMBER 24,383,272; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATION WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

INITIAL

*Am  
TAM*

90035567

*1/22/90*