

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
D. WILLIAMS

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7076
PASADENA, CALIFORNIA 91109-7075

90097215

LOAN NO. 1169989-9
ORIGINAL LOAN NO. 001033636

This instrument is executed by the undersigned Trustee, not personally but solely as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 20th day of FEBRUARY, 1990 by and between

AMERICAN NATIONAL BANK & TRUST CO., NOT PERSONALLY, BUT AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JANUARY 18, 1989, AND KNOWN AS TRUST NO. 107442-09 (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 JANUARY 25, 1989 by and between

AMERICAN NATIONAL BANK & TRUST CO., NOT PERSONALLY, BUT AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JANUARY 18, 1989, AND KNOWN AS TRUSTEE NO. 107442-09

as Borrower, and Lender as Mortgagee, recorded on 02/15/89 as Document No. 89070624, Page _____, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 1454 WEST ERIE, CHICAGO, IL. 60622, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated JANUARY 25, 1989 in the original principal amount of \$ 112,000.00, made by AMERICAN NATIONAL BANK & TRUST CO., NOT PERSONALLY BUT AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JANUARY 18, 1989, AND KNOWN AS TRUST NO. 107442-09 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 \$ 40,800.00 (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 \$ 154,178.90. At no time shall the indebtedness due under the mortgage exceed \$ 256,000.00. 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: AMERICAN NATIONAL BANK & TRUST CO. ILLINOIS } SS.
AS TRUSTEE }
COUNTY OF Cook

NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE

UNDER TRUST NO. 107442-09

LENDER: HOME SAVINGS OF AMERICA, F.A. 17-08-112-026 LOT 26

By JOHN W. EVANS - VICE-PRESIDENT ANGELINE WILLIAMS
NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

90097215

135

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STATE OF ILLINOIS
COUNTY

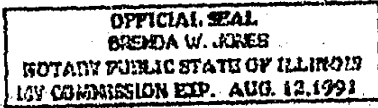
SS:

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

AMERICAN NATIONAL BANK & TRUST CO.

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 **20** day of **FEBRUARY**, 19 **90**



My commission expires:

Brenda W. Jones
Notary Public

STATE OF ILLINOIS
COUNTY

SS:

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

certify that **JOHN W. EVANS** personally known to me to be the **VICE-PRESIDENT** of **HOME SAVINGS OF AMERICA, F.A.** and **BRENDA W. 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 **20** day of **FEBRUARY**, 19 **90**

COOK COUNTY RECORDER

My commission expires:

Sheila L. Bjorklund
Notary Public

Sheila L. Bjorklund
Notary Public, State of Illinois
My Commission Expires Jan. 6, 1991

Lots 25 and 26 in Block 8 in Bickerdike's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index No.: 17-08-112-025 (Affects Lot 25)
17-08-112-026 (Affects Lot 26)

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Property of Cook County Clerk's Office