

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
KARINA KOLDBERG

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

30103791

LOAN NO. 1173405-0
ORIGINAL LOAN NO. 823177

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 28th day of FEBRUARY, 1990 by and between

SAM D'ANZA AND VICTORIA D'ANZA, 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 10/08/87 by and between

SAM D'ANZA AND VICTORIA D'ANZA, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on 10/19/87 as Document No. 87563302, Page --, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 1273 DIANE LANE, ELK GROVE VILLAGE, IL. 60007 PIN: 07-36-217-001

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 10/08/87 in the original principal amount of \$ 97,000.00, made by

SAM D'ANZA AND VICTORIA D'ANZA

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 \$ 12,500.00 (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 \$ 109,077.27. At no time shall the indebtedness due under the mortgage exceed \$ 236,800.00

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.

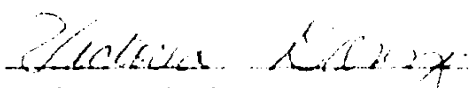
3. A default under the Original Note or Mortgage shall be and constitute a default under the Advance Note. A default under the Advance Note shall be and constitute a default under the Original Note.

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:


SAM D'ANZA



VICTORIA D'ANZA

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PIN: 07-36-217-001

By 
MICHAEL SCHIER, VICE PRESIDENT

By 
KIMBERLY FIEDLER, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

COMMUNITY TITLE GUARANTY COMPANY
377 E. BUTTERFIELD ROAD, SUITE 100
LOMBARD, ILLINOIS 60148

181-6441177
181

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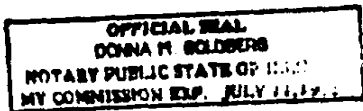
STATE OF ILLINOIS }
COUNTY of Cook } ss.

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

SAM D'ANZA AND VICTORIA D'ANZA, 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 **28th** day of **FEBRUARY** **1990**



Donna M. Salders
My commission expires: **7/11/93** Notary Public

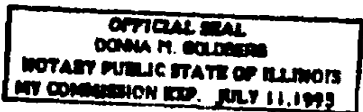
DEPT-01 RECORDING \$13.25
#9999 TRAN 1322 03/07/90 15 58.00
#2536 # * -90-103791
COOK COUNTY RECORDER

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

certify that **MICHAEL SCHIEF** of HOME SAVINGS OF AMERICA, F.A. and **KIMBERLY FIEDLER** personally known to me to be the **VICE PRESIDENT** and **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 **28th** day of **FEBRUARY** **1990**



Donna M. Salders
My commission expires: **7/11/93** Notary Public

OF LOT 203 IN PARKVIEW HEIGHTS SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 1978, AS DOCUMENT NUMBER 24399728 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 2, 1979 AS DOCUMENT NUMBER 24784941 AND RECORDED MAY 7, 1979 AS DOCUMENT NUMBER 24949007 IN COOK COUNTY, ILLINOIS.

PTN: 07-36-217-001

COMMONLY KNOWN AS 1273 DIANE LANE, ELK GROVE VILLAGE, IL 60007

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