

UNOFFICIAL COPY

90126504

THIS INSTRUMENT PREPARED BY:  
L. STERLING

WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
P.O. BOX 7078  
PASADENA, CALIFORNIA 91109-7078

LOAN NO. 1181363-1  
ORIGINAL LOAN NO. 001041555

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 15th day of MARCH, 1990 by and between

CRIS F. BARTLETT, 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 February 27, 1989 by and between

CRIS F. BARTLETT, DIVORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgagee, recorded on 02/28/89 as Document No. 91599524 & Page 183775221, Official Records of Cook County, Illinois, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 4192 COVE LANE, UNIT D, GLENVIEW, IL. 60025

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated February 27, 1989, in the original principal amount of \$ 85,000.00, made by

CRIS F. BARTLETT

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 \$ 11,000.00 (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 \$ 66,390.76. At no time shall the indebtedness due under the mortgage exceed \$ 144,000.00

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:

*Cris F. Bartlett*

CRIS F. BARTLETT

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 04-32-401-125-1145

By *Thomas B. Eagle*  
Thomas B. Eagle, Vice President

*Grozdana R. Skogsberg*  
Grozdana R. Skogsberg, Assistant 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

Cris F. Bartlett, 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 15th day of March, 1990



*Lori Sterling*  
My commission expires: \_\_\_\_\_ Notary Public

COOK COUNTY RECORDER  
1708 + 124504  
19111 TR/N 0782 03/21/90 15131300  
DEPT-01 RECORDING DIVISION ILLINOIS STATE 00

COUNTY Cook

SS:

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

certify that Thomas B. Skogberg personally known to me to be the Vice President of HOME SAVINGS OF AMERICA, F.A. and Grozdana R. Skogberg

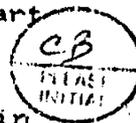
of HOME SAVINGS OF AMERICA, F.A. and Grozdana R. Skogberg, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged 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 15th day of March, 1990



*Lori Sterling*  
My commission expires: \_\_\_\_\_ Notary Public

Unit 4192-D as described in survey delineated on and attached to and a part of a declaration of condominium ownership registered on the 19th day of December, 1979 as document number 3137379.



An undivided .3685% interest (except the units delineated and described in said survey) in and to the following described premises:

That part of Lot 1 lying Southwesterly of a line drawn at 90 degrees to the Southeasterly line of said Lot 1 at a point on said Southeasterly line 618.00 feet Southwesterly of the Northeasterly corner of said Lot 1, excepting therefrom that part thereof falling within Lot 12 in County Clerk's Division of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, in Deerlove Apartments being a subdivision of that part of the North 1/2 of the South 1/2 of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, on January 9, 1979, as document number 3070288.

COMMONLY KNOWN AS: 4192 COVE LANE, UNIT D, GLENVIEW, ILLINOIS 60025



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FILE #  
LAND TITLE CO,  
150 W. MONROE, 4th FLOOR,  
CHICAGO, ILLINOIS 60603

DELIVER TO  
3867748  
WHITE

1990 MAR 21 PM 3:28  
CAROL MOSELEY BRADY  
REGISTRAR OF TITLES

10/19/90  
1469799  
3867748