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THIS INSTRUMENT PREPARED BY:



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

90151986

LOAN NO. 1178946-8

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 24th day of MARCH, 1990 by and between

EDWARD F. TUNNEY AND DIANE O. TUNNEY (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 AUGUST 28, 1987 by and between

EDWARD F. TUNNEY AND DIANE O. TUNNEY, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on AUGUST 31, 1987 as Document No. 3647856 and recorded on August 31, 1987 in Cook County, ILLINOIS, more fully described to Lender, that certain real property located in Cook County, Illinois, commonly known as

209 VINE AVENUE, UNIT 1B, PARK RIDGE, IL 60068

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated AUGUST 28, 1987 in the original principal amount of \$ 94,500.00, made by

EDWARD F. TUNNEY AND DIANE O. TUNNEY

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 \$ 30,000.00 (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 \$ 125,505.38. At no time shall the indebtedness due under the mortgage exceed \$ 171,200.00. 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 therein, 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:

Edward F. Tunney
EDWARD F. TUNNEY

Diane O. Tunney
DIANE O. TUNNEY

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By *Thomas Eagle*
THOMAS 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 OF COOK

} 88

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

EDWARD F. TUNNEY AND DIANE O. TUNNEY, 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 **24th** day of **MARCH**, 19**90**.



Elizabeth Darby
My commission expires _____ Notary Public

98-151986

STATE OF ILLINOIS
COUNTY

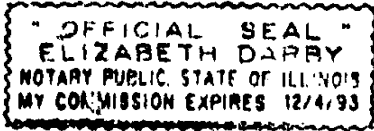
} 88

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

personally known to me to be the **VICE PRESIDENT** of **HOME SAVINGS OF AMERICA, F.A.** and **GROZDANA R. SKOGSBERG** 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 **24th** day of **MARCH**, 19**90**.



Elizabeth Darby
My commission expires _____ Notary Public 14.25
DEPT-01 REC'D
187277 TRAN 1872 04/04/90 18150100
45936 1 F * - 90 - 151986
COOK COUNTY RECORDER

98151986

COMMONLY KNOWN AS 209 VINE AVENUE, UNIT 1B
PARK RIDGE, IL 60068

PTN: 09-35-216-050-1005

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PARCEL 31
THE NORTHWESTERLY 50 FEET OF LOT 3 IN BLOCK 9 IN L. HODGE'S ADDITION TO PARK RIDGE, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 35, SOUTH OF RAILROAD, EXCEPT 40 ACRES IN THE SOUTH WEST CORNER OF SAID NORTH EAST QUARTER AND THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF PUBLIC ROAD IN COOK COUNTY, ILLINOIS, AS DELINEATED ON THE SURVEY WHICH IS ATTACHED AS EXHIBIT "C" TO THE CONDOMINIUM DECLARATION MADE BY PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 2203 DATED DECEMBER 22, 1979 AND REGISTERED WITH THE REGISTER OF DEEDS IN COOK COUNTY, FOR COOK COUNTY, ILLINOIS, ON MARCH 23, 1982 AS DOCUMENT 19-2253705 AND RECORDED WITH THE DEPARTMENT OF REVENUE, ILLINOIS ON MARCH 23, 1982 AS DOCUMENT 261802751 TOGETHER WITH THEIR UNDIVIDED

PARCEL 21
A TRACT OF LAND OF THE SOUTHEASTERLY SIDE OF LOT 1 IN BLOCK 9 IN L. HODGE'S ADDITION TO PARK RIDGE IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF LOT 1, BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE THEREOF WITH THE WESTERLY LINE OF RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD COMPANY, THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, BEING SOUTHWESTERLY LINE OF RIGHT OF WAY OF RAILROAD COMPANY, A DISTANCE OF 9 FEET 2 1/2 INCHES TO A POINT, THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT ON THE WESTERLY LINE OF LOT 1 APRESAID, BEING THE EASTERLY LINE OF VINE AVENUE, 13 FEET 7 INCHES NORTHERLY FROM SOUTHERLY CORNER OF SAID LOT 1, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1, BEING THE EASTERLY LINE OF VINE AVENUE, A DISTANCE OF 13 FEET 7 INCHES TO MOST SOUTHERLY CORNER OF SAID LOT 1, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 19 AND GARAGE SPACE UNIT 11 IN THE PLEASANT SQUARE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 11 LOT 2 IN BLOCK 9 IN L. HODGE'S ADDITION TO PARK RIDGE, BEING A SUBDIVISION OF THE NORTH EAST QUARTER OF SECTION 35, SOUTH OF RAILROAD, EXCEPT 40 ACRES IN THE SOUTH WEST CORNER OF SAID NORTH EAST QUARTER AND THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND 8.73 ACRES IN THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF PUBLIC ROAD IN COOK COUNTY, ILLINOIS.