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COOK COUNTY, ILLINOIS
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1990 APR -6 PM 12:26

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INSTRUMENT PREPARED BY:
D. WILLIAMS

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075 Box 333
PASADENA, CALIFORNIA 91109-7075

LOAN NO. 1186852-8
ORIGINAL LOAN NO. 1044700

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 30th day of MARCH, 1990 by and between

LaSALLE NATIONAL BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED SEPTEMBER 4, 1975, AND KNOWN AS TRUST NO. 10-30487-9 (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 15, 1989 by and between

LaSALLE NATIONAL BANK

as Borrower, and Lender as Mortgagee, recorded on 02/21/89 as Document No. 89076244, Page [blank], Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 1244 WEST ELMDALE, CHICAGO, IL. 60640, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated FEBRUARY 15, 1989, in the original principal amount of \$ 135,000.00, made by

LaSALLE NATIONAL BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED SEPTEMBER 4, 1975, AND KNOWN AS TRUST NO. 10-30487-9 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 \$ 19,900.00 (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 \$ 136,008.75. At no time shall the indebtedness due under the mortgage exceed \$ 288,000.00. 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:

SEE ENDS ATTACHED HERETO AND MADE A PART HEREOF

LaSALLE NATIONAL BANK
AS TRUSTEE as aforesaid & not personally,

By [Signature]
Asst Vice President

Attest BY:

[Signature]
Asst Secretary

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 14-05-128-057

By [Signature]
JAMES F. DUFFY, VICE PRESIDENT

ATTEST:

[Signature]
PAMELA J. VUJTECH, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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STATE OF ILLINOIS
COUNTY COOK

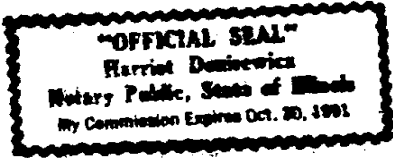
} ss:

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

Corinne Bek, Asst Vice President and Rosemary Collins, Asst Secretary respectively of LaSalle National Bank

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 2nd day of April, 19 90



Harriet Demkowicz
My commission expires: _____ Notary Public

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

~~XXXXXXXX~~ JAMES F. DUFFY
personally known to me to be the VICE PRESIDENT

of HOME SAVINGS OF AMERICA, F.A. and
personally known to me to be the ASSISTANT SECRETARY

PAMELA J. VUJTECH
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 3rd day of APRIL, 19 90



Linda A. Daniel
My commission expires: 2/10/91 Notary Public

LEGAL DESCRIPTION

LOT 23 AND THE EAST 10 FEET OF LOT 24 IN BLOCK 2 IN COCHRAN'S FOURTH ADDITION TO EDGEWATER IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PI# 14-05-128-057-0000

PROPERTY ADDRESS: 1244 WEST ELMDALE CHICAGO, IL

90156424

9015642

10-30487-09

90156424

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said trustee, to request the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders, of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien hereof, created in the manner provided, and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

UNDER TRUST NO. 10-30487-09

DATED March 30th, 1990

Modification of Note and Mortgage

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MORTGAGE

RIDER ATTACHED TO AND HAS A PART OF

Property of Cook County Clerk's Office