

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
DEPARTMENT OF RECORDS

90374863

1990 AUG 3 AM 10:27

THIS INSTRUMENT PREPARED BY:  
ARLENE PETRIK

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

LOAN NO. 1238777-5  
ORIGINAL LOAN NO. 0831467

MODIFICATION OF NOTE AND MORTGAGE

BOX 333

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this  
JULY, 1990 by and between

25th day of

HENRY SCIBOR, A BACHELOR

(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 November 12, 1987

by and between

HENRY SCIBOR, A BACHELOR

13<sup>00</sup>

as Borrower, and Lender as Mortgagee, recorded on

11/20/87

as Document

No. 87623164, Page

Official Records of

Cook

County, Illinois

, no taxed to Lender, that certain real property located in

COOK

County, Illinois, commonly known as

8926 SOUTH MOZART STREET, EVERGREEN PARK, IL. 60642

described in the Mortgage. The Mortgage secured, among other things, a promissory note, dated  
in the original principal amount of \$ 68,000.00, made by

November 12, 1987

, legally

Henry Scibor

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 \$ 13,000.00 (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 \$ 79,230.73. At no time shall the indebtedness due under the mortgage exceed \$ 136,000.00

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:

Henry Scibor

HENRY SCIBOR

LENDER:

HOME SAVINGS OF AMERICA, F.A.

FIN: 24-01-127-006

ATTEST:

By Lanny L. Gwynon  
LANNY L. GWYNON, VICE PRESIDENT

By Noreen De Marie  
NOREEN DE MARIE, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

17268/65 for Jagan

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STATE OF ILLINOIS  
COUNTY OF COOK

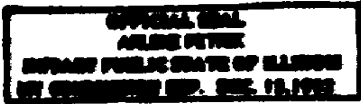
} ss:

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

Henry Scibor, a bachelor

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 he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of July, 1990



*Arlene Peter*  
My commission expires: Notary Public

STATE OF ILLINOIS  
COUNTY OF COOK

} ss:

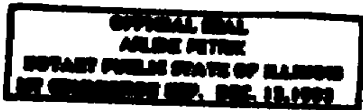
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

certify that Lanny L. Guymon  
personally known to me to be the Vice President  
Noreen DeMarie

of HOME SAVINGS OF AMERICA, F.A., and  
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 each of them 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 25th day of July, 1990



*Arlene Peter*  
My commission expires: Notary Public

Lot 6 in Barbara Seipp Siever's Subdivision of part of the Northwest 1/4 of Section 1, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

HS

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