

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
DONNA GOLDBERG

90383709

COOK COUNTY, ILLINOIS
FILED FOR RECORD

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7076
PASADENA, CALIFORNIA 91109-7076
Box 7076

1990 AUG -8 AM 11:16

90383700

LOAN NO. 1227703-4
ORIGINAL LOAN NO. 767795

MODIFICATION OF NOTE AND MORTGAGE

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

PETER WODARZ, MARRIED TO KRISTA A. WODARZ AND SCOTT M. FLEMING AND CANDACE M. FLEMING, 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 06/24/87 by and between

PETER WODARZ, MARRIED TO KRISTA A. WODARZ AND SCOTT M. FLEMING AND CANDACE M. FLEMING, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on 06/29/87 as Document No. 87352854, Page --, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 57 WEST WASHINGTON STREET, PALATINE, IL. 60067

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 06/24/87 in the original principal amount of \$ 101,700.00, made by

PETER WODARZ AND SCOTT M. FLEMING AND CANDACE M. FLEMING

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 \$ 52,000.00 (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 \$ 151,836.21. At no time shall the indebtedness due under the Mortgage exceed \$ 180,800.00

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 fail 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:

PETER WODARZ

KRISTA A. WODARZ

SCOTT M. FLEMING

CANDACE M. FLEMING

LENDER:

PTN: 02-22-209-017

HOME SAVINGS OF AMERICA, F.A. *SIGNING STRICTLY FOR THE SOLE PURPOSE OF WAIVING MY HOMESTEAD RIGHTS IN THE PROPERTY LOCATED AT 57 WEST WASHINGTON STREET, PALATINE, IL 60067

By MICHAEL SCHIER, VICE PRESIDENT

By BRUCE C. LIND, ASST. VICE PRESIDENT

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

13

1987 90383709

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY of Cook

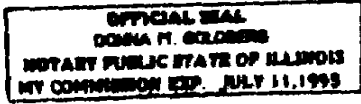
} ss

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

**PETER WODARZ, MARRIED TO KRISTA A. WODARZ AND SCOTT M. FLEMING AND
CANDACE M. FLEMING, HUSBAND AND WIFE, AND KRISTA A. WODARZ.**

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 **30th** day of **JULY** 19 **90**



Donna M. Goldberg
My commission expires: **7/11/93**

Notary Public

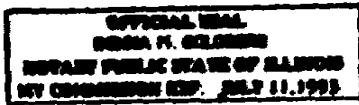
STATE OF ILLINOIS
COUNTY of Cook

} ss:

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

personally known to me to be the **VICE PRESIDENT** of **HOME SAVINGS OF AMERICA, F.A.** and
BRUCE C. LIND personally known to me to be the **ASST. VICE PRESIDENT**
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 **ASST. VICE PRESIDENT**
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 **30th** day of **JULY** 19 **90**



Donna M. Goldberg
My commission expires: **7/11/93**

Notary Public

LOT 4 IN BLOCK "J" IN PALATINE, A SUBDIVISION BY ALEXANDER S. PRATT OF
PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF
RECORDED DECEMBER 24, 1856 AS DOCUMENT NUMBER 77519 IN BOOK 125 OF
MAPS PAGE 61, ALL IN COOK COUNTY, ILLINOIS.

6028806
SU383709