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THIS INSTRUMENT PREPARED BY:
DELPHINE KRONAU

WHEN RECORDED MAIL TO: Box 15
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

LOAN NO. 1314517-2
ORIGINAL LOAN NO. 951799

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 15th day of APRIL, 1991 by and between

KEVIN M. HARRIS, 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 by and between

KEVIN M. HARRIS, A BACHELOR

DEPT-01 RECORDING \$13.00
08/26/88 ISAN 0905 04/23/91 12:38:00
\$1495 + E * - 91 - 186268
COOK COUNTY RECORDER

as Borrower, and Lender as Mortgagee, recorded on 08/29/88 as Document No. 88-391529, Page ---, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 555 RIVER ROAD, #701, DES PLAINES, IL. 60016

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 08/26/88, in the original principal amount of \$ 90,200.00, made by

KEVIN M. HARRIS, A BACHELOR

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 \$ 10,000.00 (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 \$ 99,729.77. At no time shall the indebtedness due under the mortgage exceed \$ 161,600.00

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:



KEVIN M. HARRIS

-91-186268

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By 
MICHAEL SCHIER, VICE PRESIDENT

09-16-300-117-1041
PTN: 09-16-300-025, 09-16-300-026, 09-16-300-027, 09-16-300-028
09-16-300-090, AFFECTS PROPERTY IN QUESTION AND OTHER PROPERTY


KIMBERLY FIEDLER, ASSISTANT SECRETARY

BOX 15

TT SC 243044

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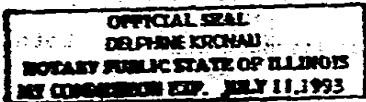
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STATE OF ILLINOIS }
COUNTY } ss: COOK

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

KEVIN M. HARRIS, 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 16th day of APRIL, 19 91



Delphine Kronau
My commission expires: JULY 11, 1993 Notary Public

STATE OF ILLINOIS }
COUNTY } ss: COOK

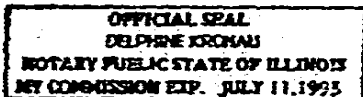
I the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL SCHIER

personally known to me to be the VICE PRESIDENT

of HOME SAVINGS OF AMERICA, F.A. and

KIMBERLY FIEDLER 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 16th day of APRIL, 19 91



Delphine Kronau
My commission expires: JULY 11, 1993 Notary Public

UNIT NO. 701 IN THE RIVERWALK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 16 THROUGH 26, BOTH INCLUSIVE; ALL OF THE EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING LOTS 19 AND 22, NORTH OF AND ADJOINING LOTS 20 AND 21, EASTERLY OF THE EASTERLY LINE OF DES PLAINES AVENUE AND WESTERLY OF THE WESTERLY LINE OF CHICAGO AVENUE; ALL OF THE NORTH AND SOUTH ALLEY LYING EASTERLY OF AND ADJOINING LOTS 16 THROUGH 19, BOTH INCLUSIVE, WESTERLY OF AND ADJOINING LOTS 22 THROUGH 26, BOTH INCLUSIVE, SOUTHERLY OF THE NORTHERLY LINE OF SAID LOTS 16 AND 26 EXTENDED AND NORTH OF THE SOUTH LINE OF SAID LOTS 19 AND 22 EXTENDED;

ALL IN LEE'S SUBDIVISION OF LOTS 10, 11, 12 AND 13 OF HODGE'S SUBDIVISION IN SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FIRST NATIONAL BANK OF DES PLAINES, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 23, 1980 AND KNOWN AS TRUST NUMBER 98112996 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JUNE 24, 1988 AS DOCUMENT NUMBER 88-279,710, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDMENTS TO SAID DECLARATION AS SAME ARE FILED OF RECORD, PURSUANT TO SAID DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDMENTS TO SAID DECLARATION ARE FILED OF RECORD IN THE PERCENTAGES SET FORTH IN SUCH AMENDMENTS TO SAID DECLARATION, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATION AS THOUGH CONVEYED THEREBY.

PARCEL II: THE EXCLUSIVE RIGHT TO USE OF GARAGE SPACE NO. G-2 AND STORAGE SPACE NO. S-47, A LIMITED COMMON ELEMENT.

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