THIS VISTRUMENT PREPARED BY:

B. JONES

MAIL TO



92423232

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

LOAN NO. 1450134-0

ORIGINAL LOAN NO. 721811

4th

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this by and between JUNE, 1992

day of

REYNOLDS MURPHY, DIVORCED AND NOT SINCE REMARRIED AND STELLA MURPHY, DIVORCED AND NOT SINCE REMARRIED

(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

DEPT-01 RECORDING

T#3333 TRAN 7184 06/12/92 14:02:00 #9535 # C #-92-423232

REYNOLDS MURPAY AND STELLA MURPHY, HUSWAND AND WIFE

COOK COUNTY RECORDER

as Borrower, and Lender as Mortjages, recorded on

02/25/87

as Document

No. 87107182

. Official Records of

County, TIJINOTS

, n ortgeged to Lendar, that certain real property located in

COOK

County, Illinois, commonly known as

2223 NORTH LAWNDALE AVENUE, CHICAGO.

, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 44, (0/ 00 , made by in the original principal amount of \$

REYNOLDS MURPHY AND STELLA MURPHY

92423232

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 Nr to and the Mortgage be modified to secure the Additional Advance and the obligations of Borrower set forth in the Advance Note of the Mortgage

C. The total amount of indebtedness due under the Original Note, the favance Note and the Mortgage as of the date hereof

. At no time shall the indebtedness due under the inor gage exceed \$ 78.400.00is\$ 65,830.45

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 anall 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) pr., ment 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 the ein, 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 Ledorm any obligation or agreement of Borrower set forth or incorporated in the Original Note or the Advance Note; or (b) Borrowe shall fall 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:

LENDER:

HOME SAVINGS OF

PTN: 13 35 113 009

VICE PRESIDENT NOTARY ACK WICK-ASST.

SF-5498-1 (Re B 0/88) ARM (IL)

UNOFFICIAL COPY

COUNTY COOK I, the undersigned, a Notary Public in a	SS: and for said county	ച്ചുക്കാശം ക്ഷേസ and state, do her	eby certify that	? .	
REYNOLDS MURPHY, DIVORCE NOT SINCE REMARRIED	O AND NOT SIM	ICE REMARRII	ED AND STELLA	MURPHY , DIV	ORCED AND
personally known to me to be the same personally known to me to be the same person, and scknowledged that "I set for the uses and purposes therein set for	THEY sig		subscribed to the the said instrument	foregoing instruments as THEIR	nt, appeared before in tree and volunts
Given under my hand and official seal, t	his 4th	day of Ji	NE A	.19 92	
DEPLOAT SEAL BRENDA W JONES NOTARY PUBLIC STATE OF ILLENOS MY COMMERCON EXP. AUG. 26,1995]	My commissio		da W.	Notary Publ
STATE OF ILLINOIS COUNTY	} ss:				
I, the undersigned, a Notary Pacity in a service with the GERALD J. ZEMANG	CK	DEMI OF HOME		ICA FA. and JULIA	a m smith Ecretary
of said corporation and personally known to meethis day in person and severally acknowle they signed and delivered the said instrument by the Board of Directors of said corporation purposes therein set forth. Given under my hand and official seat, the	edges I'lat as such and causes In a corg as their Is ae and vo	ersons whose name ASST. VICE porate seal of said	PRESIDENT corporation to be af	the foregoing instruit and ASST !	ment, appeared befor SECRETARY If to the authority give
		4	Theodo	· W. Jon	~
OPPICIAL SEAU BRENDA W JONES NOTARY PUBLIC STATE OF ILLIBATIS MY COMMISSION EXP. AUG. 26,1995		Myammissio	PEL	3242323	Notary Publ

UNOFFICIAL COPY

LOT 23 IN GROSS AND MOORES SUBDIVISION OF LOT 5 IN THE SUBDIVISION OF BLOCKS 3 AND 4 IN HANBLETON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Topology of County Clark's Office 32 PIN # 13-35-113-009 2223 N. LAWNPALE AVE CHICAGO, IL. 60647