## UNOFFICIAL COPINISTRUMENT PREPARED BY:

COOK COUNTY, ILLINOIS FILED FOR RECORD

1992 AUG 24 AM 11: 10

H. HARTIG

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

Angelia of the second of the second LOAN NO. 1449259-9

ORIGINAL LOAN NO. 605054

MODIFICATION OF NOTE AND MORTGAGE

ामाड MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is maसेंडेमॉर्स प्राप्त

AUGUST, 1992

by and between

JOHN C. KOPECKY AND NANCY D. KOPECKY, HUSBAND AND WIFE

(the "Borrower"),

, and HOME SAVINGS or AMERICA, F.A. (the "Lender"),

with reference to the following facts:

A By that certain Mi rtgage and Assignment of Rents (the "Mortgage) dated by and between

NOVEMBER 1, 1985

Cook

JOHN C. KOPECKY A D MANCY D. KOPECKY, HUSBAND AND WIFE

as Borrower, and Lender as Mongrigue, recorded on 11/19/85

as Document

No. 85287247

manager and page in the state of the page in the conduction of

County. ILLINOIS , rivoringed to Lender, that certain real property located in

40.00

County, Illinois, commonly known as

6013 EMERSON, ROSEMONT, IL 60018

. legally

day of

described in the Mortgage. The Mortgage secures, er long other things, a promissory note, dated 11/01/85 in the original principal amount of \$ 85,000.00

JOHN C. KOPECKY AND NANCY D. KOPECKY HUSBAND AND WIFE

to the order of Lender (the "Original Note").

B. By a second promissory note (the "Advance Note") of even sate herewith made by Borrower to the order of Lender, Lender has loaned to Borrower the additional sum of \$ 15,000.00 (the "Additional Advance"). As a condition to the making of the Additional Advance, Lender has required that the Orlginal Not 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\$ 94,296.98

. At no time shall the indebtedness due under the mor lgage exceed \$ The Original Note and the Mortgage are hereby modified and amended as 'o'lor's:

154.000.00

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) parment by Borrower of all sums due and owing under, and performance of all obligations set forth in the Original Note and the Advince Note; and (c) satisfaction and performance by Borrower of each and every obligation and agreement of Borrower set forth ite ein, in the Mortgage or secured by the Mortgene.

2. A default under the Mortgage, as herein modified and amended, shall occur in any of the following avents: (a) Borrower shall fail to pay when due any amount due under the Original Note, or the Advance Note or otherwise falls to perform any obligation or agreement of Borrower set forth or incorporated in the Original Note or the Advance Note; or (b) Borrower 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 Medification.

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 data first above written.

BORROWER

LENDER:

Eagle, Vice President Thomas B

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

SF-5498-1 (Flev. B - 3/88) ARM (IL)

## **UNOFFICIAL COPY**

UNOFFICIAL COPT
STATE OF ILLINOIS, COUNTY COOL  I, the undersigned, a Notary Public in and for said county and state ido hereby cartify that TOHN C. KOPECKY AND NANCY D. KOPECKY, HUSENIA THE WIFE
personally known to me to be the same person(s) whose name(s)  this day in person, and acknowledged that THEY signed and delivered the said instrument as THEY free and voluntary act for the uses and purposes therein set forth.  Given under my hand and official seal, this to the day of AUSUST 1999 1999 1999 1999 1999 1999 1999 19
"OFFICIAL SEAL" Brian Zieler Notary Public, State of Itinols Cook County Ission Expires 4/19/96
STATE OF ILLINOIS COUNTY Lake  I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas B. Eagle
certify that  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 of said corporation and personally known to me obstice same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged nat as such Vice President and Assistant Secretary
they signed and delivered the said instrument and cause of 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 frue 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 10th dry of August 19.92  ***CFFICIAL SEAL***  HARRIET HARTIG  NOTARY PUBLIC, STATE OF ILLINOIS  My corporation to be affixed thereto pursuant to the authority given by the free and voluntary act of said corporation for the uses and purposes therein set forth.  **NOTARY PUBLIC, STATE OF ILLINOIS**  Notary Public.**  Notary Public.**  Notary Public.**  Notary Public.**  Notary Public.**
My Commission Expires 11/08/94  Lot 1 in Lazzareto's resubdivision of Lots 4 and 5 in Martinek's subdivision being a subdivision of the North half of Lot 5 in Jamek's Division of Lands in Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as:6013 Emerson, Rosemont, Il. 60018

PIN: 12-04-219-015

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