

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
CAROL JOHNSON

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

COOK COUNTY REC'D
1992 OCT - 1 11:56

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LOAN NO. 1487405-1
ORIGINAL LOAN NO. 741740

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 23rd day of SEPTEMBER, 1992 by and between

ARLENE A. LEVENTMAN, A WIDOW

(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 4/21/87 by and between

ARLENE A. LEVENTMAN, A WIDOW

as Borrower, and Lender as Mortgagee, recorded on 4/22/87 as Document No. 87211356, Page ---, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as

12026 SOUTH KILDAKE AVENUE, UNIT 17, ALSP, IL 60658

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 4/21/87 in the original principal amount of \$ 29,500.00, made by

ARLENE A. LEVENTMAN

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 \$ 41,256.50. At no time shall the indebtedness due under the mortgage exceed \$ 59,200.00

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:

Arlene A. Leventman
ARLENE A. LEVENTMAN

LENDER:

HOME SAVINGS OF AMERICA, F.A.

BOX 333

By Lanny L. Guymon
LANNY L. GUYMON, VICE PRESIDENT

PTN: 24 27 207 014 1017

ATTEST:

By Noreen De Marie
NOREEN DE MARIE, ASST. SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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STATE OF ILLINOIS
COUNTY COOK

} SS:

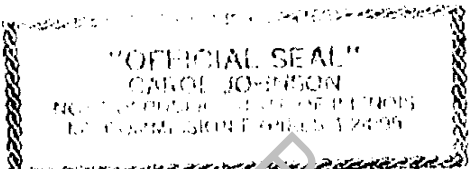
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

ARLENE A. LEVENTMAN, A WIDOW

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

Given under my hand and official seal, this 24th day of September 1992

Carol Johnson
My commission expires: _____ Notary Public



STATE OF ILLINOIS
COUNTY COOK

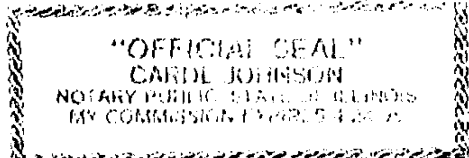
} SS:

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 of HOME SAVINGS OF AMERICA, F.A. and personally known to me to be the ASST. 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 ASST. 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 24th day of September 1992

Carol Johnson
My commission expires: _____ Notary Public



92728404

LEGAL ATTACHED HERETO AND MADE A PART HEREOF.

UNIC NO. 17 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):
LOTS 19 AND 20 IN THE OAKS SUBDIVISION OF THE NORTH 724 FEET OF LOT 2 (EXCEPT THE NORTH 164 FEET OF THE EAST 98 FEET AND EXCEPT THE WEST 75 FEET OF THE NORTH 290.4 FEET OF LOT 2) IN BRAYTON FARMS SUBDIVISION OF THE NORTH 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 6109342, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM MADE BY BEVERLY BANK, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1971 AND KNOWN AS TRUST NUMBER 8-3223 AND 8-3225 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22039589; TOGETHER WITH AN UNDIVIDED 4.3049 INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.