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THIS INSTRUMENT PREPARED BY:  
LEAH BOLTON

DEPARTMENT OF REVENUE  
ILLINOIS  
PROPERTY RECORD

92933907

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

DEC 11 AM 10:45

92933907

LOAN NO. 1514922-4  
ORIGINAL LOAN NO. 1109111

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 4th day of DECEMBER, 1992 by and between

CAROLE J. BEDNAREK, 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 09/07/89 by and between

CAROLE J. BEDNAREK, DIVORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgagee, recorded on 09/11/89 as Document No. 89424552, Page \_\_\_\_\_, Official Records of COOK County, Illinois, commonly known as

938 EAST OLD WILLOW ROAD, #103, PROSPECT HEIGHTS, IL. 60070, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 09/07/89 in the original principal amount of \$ 27,200.00, made by

CAROLE J. BEDNAREK, DIVORCED AND NOT SINCE REMARRIED

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 \$ 12,400.00 (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 \$ 39,042.77. At no time shall the indebtedness due under the mortgage exceed \$ 54,400.00. 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:

*Carole J. Bednarek*

CAROLE J. BEDNAREK

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 03-24-202-026-1329

BOX 533

By *Brian Voltz*  
BRIAN VOLTZ - VICE PRESIDENT

By *Diane Pastor*  
DIANE PASTOR - ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

92933907-001 Sutton  
L 12/11/92

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STATE OF ILLINOIS  
COUNTY COOK

} SS: [Signature]

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

**CAROLE J. BEDNAREK, DIVORCED AND NOT SINCE REMARRIED**

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 **4th** day of **DECEMBER**, 19 **92**

"OFFICIAL SEAL"  
LEAH M. SCINICO  
NOTARY PUBLIC, COOK COUNTY, IL  
MY COMMISSION EXPIRES 9/6/94

*Leah M. Scinico*  
My commission expires: 09/06/94

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 **BRIAN VOLTZ**

personally known to me to be the **VICE PRESIDENT**  
**DIANE PASTOR**

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 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 **4th** day of **DECEMBER**, 19 **92**

"OFFICIAL SEAL"  
LEAH M. SCINICO  
NOTARY PUBLIC, COOK COUNTY, IL  
MY COMMISSION EXPIRES 9/6/94

*Leah M. Scinico*  
My commission expires: 09/06/94

Notary Public

206333907

UNIT NUMBER 11-103 IN THE MAR-RUE COURTS CONDOMINIUM, NOW KNOWN AS WILLOW HEIGHTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE WEST 1020.00 FEET OF THE SOUTH 53 ACRES OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25682770 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

(CS)

