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THIS INSTRUMENT PREPARED BY:
B. JONES

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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

92 DEC 16 AM 10:58

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LOAN NO. 1513823-3
ORIGINAL LOAN 1058215

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 30th day of NOVEMBER, 1992 by and between

THOMAS N. LINDSTROM AND LINDA J. LINDSTROM, HIS WIFE (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 5/26/89 by and between

THOMAS N. LINDSTROM AND LINDA J. LINDSTROM, HIS WIFE

as Borrower, and Lender as Mortgagee, recorded on 5/26/89 as Document No. 89239860, Page _____, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 1748 NORTH LARPABEE STREET, CHICAGO, IL 60614

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 5/26/89, in the original principal amount of \$ 187,600.00, made by

THOMAS N. LINDSTROM AND LINDA J. LINDSTROM

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 \$ 35,000.00 (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 \$ 223,966.02. At no time shall the indebtedness due under the mortgage exceed \$ 352,800.00 *25-11*

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:

Thomas N Lindstrom
THOMAS N LINDSTROM

Linda J Lindstrom
LINDA J LINDSTROM

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 14-33-303-132-1005

Gerald J Zembick
GERALD J ZEMBICK ASST. VICE PRESIDENT

John R Novak
BY JOHN R. NOVAK, Asst. Vice President

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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STATE OF ILLINOIS
COUNTY Cook

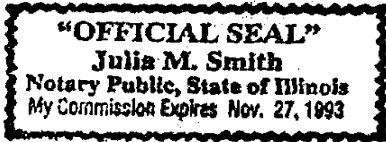
} SS:

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

THOMAS N. LINDSTROM AND LINDA J LINDSTROM, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of November, 19 92



Julia M. Smith

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

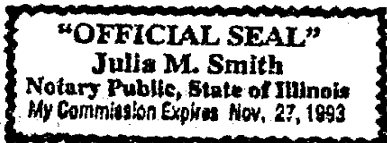
GERALD J ZENAWICK

personally known to me to be the Asst. Vice President of HOME SAVINGS OF AMERICA, F.A. and

JOHN R. NOVAK

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 Asst. Vice President and Asst. Vice President 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 30th day of November, 19 92



Julia M. Smith

My commission expires:

Notary Public

Property of Cook County Clerk's Office

10/27/92

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007199999 F2

STREET ADDRESS:

CITY:

COUNTY:

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 5 IN THE LARRABEE COURT III CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): CERTAIN LOTS AND PARTS OF LOTS IN PARK AND OTHERS SUBDIVISION, COUNTY CLERK'S DIVISION, MUELLER'S SUBDIVISION, ASSESSOR'S DIVISION AND BOELTCHER'S SUBDIVISION OF PARTS OF LOTS 9 THROUGH 16, BOTH INCLUSIVE IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 22, 1972 AND KNOWN AS TRUST NUMBER 77406, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 24146726, TOGETHER WITH AN UNDIVIDED PERCENTAGE 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), IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM LARRABEE COURT ASSOCIATES TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 22, 1972 AND KNOWN AS TRUST NUMBER 77406, RECORDED JANUARY 4, 1973 AS DOCUMENT 22176471, FOR INGRESS AND EGRESS OF PERSONS AND MOTOR VEHICLES AND THE RIGHT TO CONSTRUCT, PAVE AND MAINTAIN A DRIVEWAY OVER AND THROUGH THE LAND AS DESCRIBED IN SAID DEED, AFORESAID, IN COOK COUNTY, ILLINOIS

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11/10/08