

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
BARBARA MORETTI

-92-005900

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

LOAN NO. 170243-5
ORIGINAL LOAN NO. 648714

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 16th day of DECEMBER, 1991 by and between

FRANK BOHAC AND SHIRLEY BOHAC, HUSBAND AND WIFE

-92-005900

(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 5/30/86 by and between

FRANK BOHAC AND SHIRLEY BOHAC, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on 05/30/86 as Document

No. 800,000, Payee, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in

2102 HERRON COURT, BOLLING HEIGHTS, ILLINOIS

, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 5/30/86 in the original principal amount of \$

FRANK BOHAC AND SHIRLEY BOHAC, HUSBAND AND WIFE

REPT. OF RECORDING \$23.00
14555 IRAN 01/06/92 09:50:00
1992 DECEMBER 16 92-005900
COOK COUNTY RECORDER

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 \$ (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 \$. At no time shall the indebtedness due under the mortgage exceed \$ 161,600.00.

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:

FRANK BOHAC

SHIRLEY BOHAC

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By: Michael Schier

By: Kimberly Fiedler

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

COMMUNITY TITLE GUARANTY CO.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1366

153194805 1691

BOX 1516

92005900

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STATE OF ILLINOIS
COUNTY

} SS:

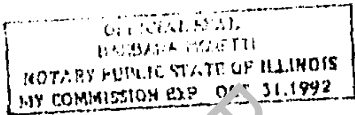
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

Frank Bohac and Shirley Bohac, Husband and Wife

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they are 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 26th day of December, 19 91

Barbara Rosetti
My commission expires: 10/31/92 Notary Public



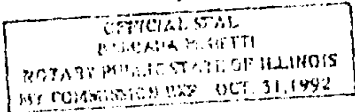
STATE OF ILLINOIS
COUNTY

} SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

certify that Michael Schier
personally known to me to be the Vice President of HOME SAVINGS OF AMERICA, F.A. and
Kimberly Fiedler, 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 26th day of December, 19 91



Barbara Rosetti
My commission expires: 10/31/92 Notary Public

Lot 974 in Rolling Meadows Unit No. 6, being a Subdivision of the South Half of Section 25, and in the East Half of the East Half of the Southeast Quarter of Section 26, all in Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded January 4, 1955 as Document 16114154, in Cook County, Illinois.

006-30025

Cook County Clerk's Office