

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY  
CAROL JOHNSON  
WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
P.O. BOX 7075  
PASADENA, CALIFORNIA 91109-7075



92360171

LOAN NO. 1441064-1

ORIGINAL LOAN NO. 560153

**MODIFICATION OF NOTE AND MORTGAGE**

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 12th day of MAY, 1992 by and between

DONALD H. JUNGE, 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 Benefits (the "Mortgage") dated FEBRUARY 23, 1984 by and between DONALD H. JUNGE, DIVORCED AND NOT SINCE REMARRIED DEPT-01 RECORDING \$25.50 T-1111 TRAN 0108 05/22/92 13:10:00 \$1782 \* 92-560171 COOK COUNTY RECORDER

DONALD H. JUNGE, DIVORCED AND NOT SINCE REMARRIED as Borrower, and Lender, in Mortgage, recorded on 02/28/84 as Document No. 6924859 Page Official Records of COOK County Illinois, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as

14013 JAMES DRIVE, UNIT 502, CRESTWOOD, IL. 60445, Inglyly described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated FEBRUARY 23, 1984 in the original principal amount of \$ 36,000.00, made by DONALD H. JUNGE

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

B By use and possession of the "Advance Note" of even date herewith made by Borrower to the order of Lender, Lender has loaned to Borrower the sum of \$ 14,000.00 (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 principal 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 \$ 44,375.36. At no time shall the indebtedness due under the mortgage exceed \$ 64,000.00

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:

*Donald H. Junge*  
DONALD H. JUNGE

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 28 04 301 011 1040

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

ATTEST BY *Noreen DeMarie*  
NOREEN DE MARIE ASST. SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

25.50  
↑

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Property of Cook County, Illinois

92360171

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STATE OF ILLINOIS  
COUNTY

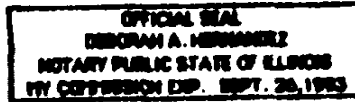
} ss.

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

DONALD H. JUNGE, 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 HE signed and delivered the said instrument as HIS free and voluntary act for the uses and purposes therein set forth.  
Given under my hand and official seal, this 11 day of MAY, 1977.

Deborah A. Hernandez  
My commission expires: \_\_\_\_\_ Notary Public



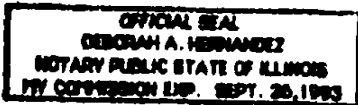
STATE OF ILLINOIS  
COUNTY OF COOK

} ss.

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

~~XXXXXXXX~~ LANNY L. GUYMON VICE PRESIDENT of HOME SAVINGS OF AMERICA, F.A. and  
NOREEN DE MARIE 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 11 day of MAY, 1977.  
Deborah A. Hernandez  
My commission expires: \_\_\_\_\_ Notary Public



LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

PARCEL 1: UNIT 502 TOGETHER WITH AN UNDIVIDED .0102 PERCENT INTEREST IN THE COMMON ELEMENTS IN SANDPIPER SOUTH CONDOMINIUM NUMBER 3 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22723064, IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS DEFINED AND SET FORTH IN DOCUMENT RECORDED AS NO. 22570315 AND AS SUPPLEMENTED BY NO. 22723603.

COMMONLY KNOWN AS 14013 JAMES DRIVE, UNIT 502, CRESTWOOD, IL. 60445  
PTN: 28 04 301 011 1040

Property of Cook County Clerk's Office

11/1/77



THIS INSTRUMENT PREPARED BY:  
CAROL JOHNSON  
WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
P.O. BOX 7075  
PASADENA, CALIFORNIA 91109-7075



92360171 LOAN NO. 1441064-1 ORIGINAL LOAN NO. 500153

**MODIFICATION OF NOTE AND MORTGAGE**

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 12th day of MAY, 1992 by and between

DONALD H. JUNGE, 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 FEBRUARY 23, 1984

DEPT-01 RECORDING 101111 TRAN 8108 05/22/92 13110100 \$25.50  
#1782 \* -92-360171  
COOK COUNTY RECORDER

DONALD H. JUNGE, DIVORCED AND NOT SINCE REMARRIED

as Document

as Borrower, and Lender as Mortgages, recorded on 02/28/84

Official Records of COOK

No. 26984859 Page 1  
County, ILLINOIS  
County, Illinois, commonly known as

14013 JAMES DRIVE, UNIT 502, CRESTWOOD, IL, 60445

described in the Mortgage. The Mortgage accrues, among other things, a promissory note, dated FEBRUARY 23, 1984, legally

47109325

DONALD H. JUNGE

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 \$ 13,500.00 (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 \$ 44,925.36. At no time shall the indebtedness due under the mortgage exceed \$ 64,000.00

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, or 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:

*[Signature]*  
DONALD H. JUNGE

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 28 04 301 911 1040

**UNOFFICIAL COPY**

9F-3498-1 (Rev. 8-1-78) ARM (ILL.)  
BY LANNY L. GUYMON  
VICE PRESIDENT  
NOTARY ACKNOWLEDGMENTS APPEAR ON THE REVERSE  
ASST. SECRETARY

2550

RUSH

A 0039152

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