

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
ARLENE PETRIE



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

LOAN NO. 1620984-3
ORIGINAL LOAN NO. 01192637

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 20th day of OCTOBER, 1993 by and between

Ralph E. Pratt and Lorraine A. Pratt, husband and 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 April 26, 1990 by and between

Ralph E. Pratt, a bachelor

as Borrower, and Lender as Mortgagee, recorded on 05/03/90 as Document No. 90294274, Page _____, Official Records of Cook County, Illinois, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 9194 SOUTH ROAD, UNIT E, PALOS HILLS, IL. 60468

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated April 26, 1990, in the original principal amount of \$ 65,000.00, made by

Ralph E. Pratt

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

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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 \$ 12,000.00 (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 \$ 72,923.27. At no time shall the indebtedness due under the Mortgage exceed \$ 137,600.00

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:

Ralph E. Pratt
RALPH E. PRATT

Lorraine A. Pratt
LORRAINE A. PRATT

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 23-22-200-034-1023

ATTEST:

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

By Noreen DeMarie
NOREEN DE MARIE, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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STATE OF ILLINOIS
COUNTY OF COOK

SS:

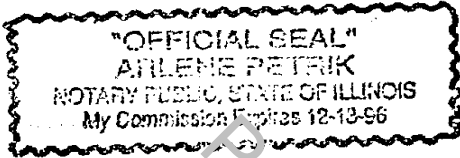
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

Ralph E. Pratt and Lorraine A. Pratt, 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 20th day of October, 1993

Arlene Petrik
My commission expires: _____ Notary Public



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10/28/93

0007 MCH 12:23
RECORDIN 23.00
MAIL 4 0.50
93882061 #
0007 MCH 12:23

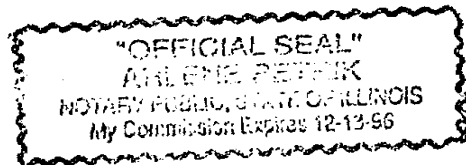
STATE OF ILLINOIS
COUNTY OF COOK

SS:

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

certify that Lanny L. Gwynon of HOME SAVINGS OF AMERICA, F.A., and Noreen DeMarie, 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 20th day of October, 1993



Arlene Petrik
My commission expires: _____ Notary Public

THIS ADDENDUM IS ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL 1: UNIT NUMBER 9194E IN WOODS EDGE CONDOMINIUM, AS DELINEATED ON SURVEY OF CERTAIN PARTS OF LOT "A" (EXCEPT THAT PART FALLING ON KEANE AVENUE) IN MOGRATH AND AHERN SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBITS "B" AND "C" TO DECLARATION MADE BY AETNA STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 6, 1976 AND KNOWN AS TRUST NUMBER 102109 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS AS DOCUMENT 23667055 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS 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.

ALSO

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY AETNA STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 6, 1976 AND KNOWN AS TRUST NUMBER 102109 AND RECORDED OCTOBER 8, 1976 AS DOCUMENT 23667054 AND CREATED BY DEED FROM AETNA BANK, TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST NUMBER 102109, TO ROBERT A STEVENSON DATED NOVEMBER 15, 1976 AND RECORDED NOVEMBER 25, 1977 AS DOCUMENT 24209566 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 23-22-200-034-1023

