

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:  
DELPHINE BRONAU



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

LOAN NO. 1617454-2  
ORIGINAL LOAN NO. 1461214

93935063

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 5th day of NOVEMBER, 1993 by and between

ANDREW P. LEICHT, A BACHELOR

(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 JULY 20, 1992 by and between

ANDREW P. LEICHT, A BACHELOR

as Borrower, and Lender as Mortgagee, recorded on 07/20/92 as Document No. 92531945, Page \_\_\_\_\_, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 1108 SOUTHERIDGE LANE, SCHAMBURG, IL. 60194, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated JULY 20, 1992 in the original principal amount of \$ 106,400.00, made by

ANDREW P. LEICHT, A BACHELOR

DEPT-01 RECORDING \$23.50  
T#0000 TRAN 4976 11/16/93 16:55:00  
#5446 \* -93-935063  
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 \$ 10,000.00 (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 \$ 111,885.59. At no time shall the indebtedness due under the mortgage exceed \$ 218,500.00. 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:

Andrew P. Leicht

ANDREW P. LEICHT

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By Michael Schier  
MICHAEL SCHIER, VICE PRESIDENT

PTN: 07-17-110-059

Kimberly Fiedler

KIMBERLY FIEDLER, ASSISTANT SECRETARY

2359

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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STATE OF ILLINOIS  
COUNTY COOK

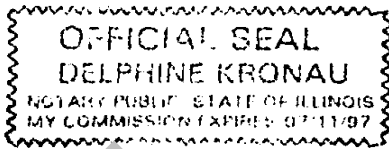
} ss:

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

ANDREW P. LEICHT, A BACHELOR

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 5th day of NOVEMBER, 1993



Delphine Kronau  
My commission expires: JULY 11, 1997 Notary Public

STATE OF ILLINOIS  
COUNTY COOK

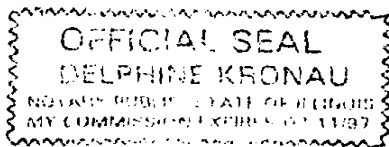
} ss:

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

certify that MICHAEL SCHIER VICE PRESIDENT of HOME SAVINGS OF AMERICA, F.A. and KIMBERLY FIEDLER  
personally known to me to be the VICE PRESIDENT, 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 5TH day of NOVEMBER, 19 93



Delphine Kronau  
My commission expires: JULY 11, 1997 Notary Public

LOT 33 EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST  
CORNER OF SAID LOT 33; AND THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID  
LOT 33 A DISTANCE OF 57.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING  
SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 33, A DISTANCE OF 38.05 FEET;  
THENCE CONTINUING SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 33; BEING A  
TANGENTIAL CURVE CONCAVE TO THE EAST A DISTANCE OF 8.00 FEET SAID CURVE HAVING  
A RADIUS OF 230.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE WESTERLY  
ALONG THE SOUTHERLY LINE OF SAID LOT 33; A DISTANCE OF 90.00 FEET TO THE  
SOUTHWEST CORNER OF SAID LOT 33; THENCE NORTHERLY ALONG THE WESTERLY LINE OF  
SAID LOT 33, A DISTANCE OF 50.30 FEET; THENCE EASTERLY A DISTANCE OF 26.30  
TO THE POINT OF BEGINNING, IN SOUTHBRIDGE COMMONS, BEING A SUBDIVISION OF PART  
OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93935063