

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

DELPHINE KRONAU

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



LOAN NO. 1617446-8
ORIGINAL LOAN NO. 1461221

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

93953551

(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 JUNE 24 1991 RECORDED \$23.50
by and between T#0011 TRAN 8270 11/22/93 13:52:00
ANDREW P. LEICHT, A BACHELOR \$6501 \$ *-93-953551
COOK COUNTY RECORDER

as Borrower, and Lender as Mortgagee, recorded on 08/06/92 as Document
No. 92583533, Page Official Records of COOK
County, mortgaged to Lender, that certain real property located in COOK
County, Illinois, commonly known as
435 PACIFIC COURT, WHEELING, IL 60090, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated JULY 24, 1992
in the original principal amount of \$ 94,600.00, made by

ANDREW P. LEICHT, A BACHELOR

93953551

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 \$ 12,400.00 (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 \$ 106,093.12. At no time shall the indebtedness due under the mortgage exceed \$ 201,600.00. 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:

Andrew P. Leicht

ANDREW P. LEICHT

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By MICHAEL SCHIER, VICE PRESIDENT

PTN: 03-09-407-072

Kimberly Fiedler

KIMBERLY FIEDLER, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

S-92-02039

off LTOL

73.50

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STATE OF ILLINOIS
COUNTY

COOK

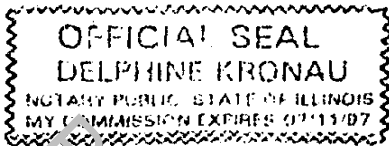
} SS:

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:

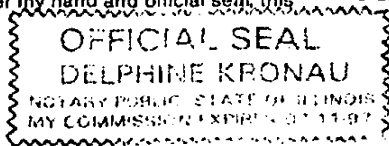
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

certify that MICHAEL SCHIER
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 each 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, 1993



Delphine Kronau
My commission expires: JULY 11, 1993 Notary Public

THAT PART OF LOT 15, IN MALIBU UNIT 1, BEING A RESUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1979 AS DOCUMENT NUMBER 24976095 LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 15, 91.80 FEET SOUTH OF THE NORTH EAST CORNER THEREOF; THENCE SOUTH 78 DEGREES 13 MINUTES 50 SECONDS WEST, 74.65 FEET; THENCE SOUTH 64 DEGREES 39 MINUTES 27 SECONDS WEST, 33.67 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 15, (BEING A CURVED LINE HAVING A RADIUS OF 60.0 FEET), AN ARC DISTANCE OF 18.97 FEET SOUTHEASTERLY OF THE NORTH WEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

9-10-93551

Notary's Office