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COOK COUNTY, ILLINOIS
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THIS INSTRUMENT PREPARED BY:

V. BONDURANT

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

LOAN NO. 1536790-7

ORIGINAL LOAN NO. 950612

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 19th day of FEBRUARY, 1993 by and between

CYNTHIA M. SCHNIERLE, 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 August 15, 1988 by and between

CYNTHIA M. SCHNIERLE, DIVORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgagee, recorded on 08/22/88 as Document

No. 88379796 Page _____, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as

2018 NORTH SHERMAN AVENUE, #3W, EVANSTON, IL. 60201

legally described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated August 15, 1988 in the original principal amount of \$ 75,000.00 made by

CYNTHIA M. SCHNIERLE, DIVORCED AND NOT SINCE REMARRIED

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 \$ 84,411.99. At no time shall the indebtedness due under the mortgage exceed \$ 135,200.00

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:

Cynthia Schmierle

CYNTHIA M. SCHNIERLE

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 11-18-104-036-1021

BUY 320

By *Thomas B. Eagle*
THOMAS B. EAGLE, VICE PRESIDENT

By *John Eric Bowman*
JOHN ERIC BOWMAN, ASST. VICE PRESIDENT

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

546-717755 PBW (car) (can)

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STATE OF ILLINOIS
COUNTY Cook

} ss:

4000

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

CYNTHIA M. SCHNIERLE, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person(s) whose name(s) 15 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of Feb, 1993

Gene Gustas

My commission expires:

Notary Public

"OFFICIAL SEAL"

STATE OF ILLINOIS
COUNTY Lake

} ss:

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

personally known to me to be the VICE PRESIDENT

of HOME SAVINGS OF AMERICA, F.A., and

JOHN ERIC BOWMAN

, personally known to me to be the ASST. VICE PRESIDENT

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. VICE PRESIDENT 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

1993 day of February, 1993

"OFFICIAL SEAL"
EDWARD HINDYK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/09/94

My commission expires:

Notary Public

Samuel Hertig

P.T.N. 11-18-104-036-1021

UNIT 2018-3 W, AS DELINEATED ON SURVEY OF LOTS 3 AND 4 IN BLOCK 2 IN WHEELER'S AND OTHERS SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4, OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF SHERMAN AVENUE, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY THE FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEB 25, 1976 AND KNOWN AS TRUST NUMBER R-1912, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23697245 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

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