

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. 1544359-9
ORIGINAL LOAN NO. 966758

MODIFICATION OF NOTE AND MORTGAGE

93261229

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 23rd day of MARCH, 1993 by and between

FAINA ZITSER, MARRIED TO ALEXANDER ZITSER AND BRONIA GUREVICH, MARRIED TO YURI GUREVICH (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 08/31/88 by and between

DEPT-01 RECORDINGS \$23.00
TR9999 TRAN 7408 09/08/93 15:25:09
93261229
COOK COUNTY RECORDER

FAINA ZITSER, MARRIED TO ALEXANDER ZITSER AND BRONIA GUREVICH, MARRIED TO YURI GUREVICH

as Borrower, and Lender as Mortgagee, recorded on 09/10/88 as Document No. 88 41182, Page ---, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 238 MAYER AVENUE, WHEELING, IL. 60090

93261229, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 08/31/93 in the original principal amount of \$ 95,000.00, made by

FAINA ZITSER, MARRIED TO ALEXANDER ZITSER AND BRONIA GUREVICH, MARRIED TO YURI GUREVICH 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 \$ 37,000.00 (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 \$ 130,907.07. At no time shall the indebtedness due under the mortgage exceed \$ 203,200.00. 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 or 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:

Faina Zitser

FAINA ZITSER

Bronia Gurevich

BRONIA GUREVICH

Alexander Zitser

ALEXANDER ZITSER*

Yuri Gurevich

YURI GUREVICH* Y.G.

LENDER: *SIGNING STRICTLY FOR THE SOLE PURPOSE OF WAIVING MY HOMESTEAD RIGHTS IN THE PROPERTY 238 MAYER AVENUE, WHEELING, IL 60090. PTN: 03-02-101-002 HOME SAVINGS OF AMERICA, F.A.

By Michael Schier, Vice President

Kim Fiedler, Assistant Secretary

BOX 260

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY COOK

} ss:

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

FAINA ZITSER, MARRIED TO ALEXANDER ZITSER AND BRONIA GUREVICH, MARRIED TO YURI GUREVICH

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 **23rd** day of **MARCH**, 19 **93**

OFFICIAL SEAL
DELPHINE KRONAU
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 11, 1993

Delphine Kronau
My commission expires: **JULY 11, 1993** 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 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 **23rd** day of **MARCH**, 19 **93**

OFFICIAL SEAL
DELPHINE KRONAU
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 11, 1993

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

**LOT 22 IN CANDLEWOOD CREEK SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS 238 MAYER AVENUE WHEELING, IL 60090.
PTN: 03-02-101-002**

93261220

Property of Cook County Clerk's Office