

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

DONNA LYP

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

LOAN NO. 1554626-0

ORIGINAL LOAN NO. 566983

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 9th day of APRIL, 1993 by and between

ESTHER M. BASARA, A WIDOW

(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 05/16/85

by and between

ESTHER M. BASARA, A WIDOW

93278656

as Borrower, and Lender as Mortgagee, recorded on 05/21/85 as Document

No. 85-029337, Page , Official Records of COOK

County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK

County, Illinois, commonly known as

5100 CARRIAGE WAY DRIVE, UNIT 302, ROLLING MEADOWS, IL. 60008

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 05/16/85

in the original principal amount of \$ 41,400.00, made by

ESTHER M. BASARA

DEPT-01 RECORDING \$23.00
T90000 TRAN 0606 04/15/93 11:18:00
#3803 # -93-278656
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 \$ 47,059.25. At no time shall the indebtedness due under the mortgage exceed \$ 73,600.00.

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.

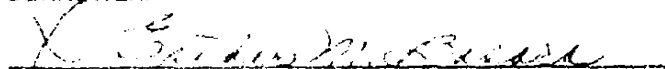
2. A default under the Mortgage, as herein modified and amended, shall occur in any of the following events: (a) Borrower shall fail to pay when due any amount due under the Original Note, or the Advance Note or otherwise fails to perform any obligation or agreement of Borrower set forth or incorporated 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:


ESTHER M. BASARA

2300

LENDER:

HOME SAVINGS OF AMERICA, F.A.

By MARILYN KARRY, ASST. VICE PRESIDENT

PTN: 08-08-301-064-1027


By KIMBERLY FIDLER, ASSISTANT SECRETARY
NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

93278656

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY *of Cook*

} SS:

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

ESTHER M. BASARA, A WIDOW

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 *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 *9th* day of *April*, 19 *93*

OFFICIAL SEAL
CRAIG O LUEDTKE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 18, 1996

Craig O. Luedtke
My commission expires: _____ Notary Public

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 ~~ANDREW SCHLEIFER~~ MARILYN KARR

personally known to me to be the VICE PRESIDENT (ASST) 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 (ASST) 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 *9th* day of *APRIL*, 19 *93*

OFFICIAL SEAL
DONNA M LYP
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 23, 1995

Donna M. Lyp
My commission expires. *09/23/95* Notary Public

THAT PART OF LOT 4 OF THREE FOUNTAINS AT PLUM GROVE (ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1968 AS DOCUMENT NUMBER 20 543 261) BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 4 AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE THEREOF 50.37 FEET; THENCE NORTH 90 DEGREES WEST (AT RIGHT ANGLES THERETO) 116.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74 DEGREES 22 MINUTES 04 SECONDS WEST 89.58 FEET; THENCE SOUTH 15 DEGREES 27 MINUTES 56 SECONDS EAST 233.00 FEET; THENCE NORTH 74 DEGREES 22 MINUTES 04 SECONDS EAST 89.58 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 56 SECONDS WEST 233.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM FOR BUILDING NO. 5100 RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 26 619 596 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMONLY KNOWN AS 5100 CARRIAGE WAY DIRVE, UNIT 302, ROLLING MEADOWS, IL 60008
PTN: 08-08-301-064-1027

93278656