UNOFFICIAL COMPSTRUMENT PREPARED BY:

WHEN RECORDED MAIL TO: HOME SAVINGS OF AMERICA P.O. BOX 7078 PASADENA, CALIFORNIA 91 109-7076

93337925

1549990~8 LOAN NO. ORIGINAL LOAN NO.

MODIFICATION OF NOTE AND MORTGAGE

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

26th

COOK

MARK D. EGGERDING AND KATHLEEN H. EGGERDING, HUSBAND AND WIFE

(the "Borrower"),

, and HOME SAVINGS OF AMERICA, F.A. (the "Londer"),

with reference to the following facts:

A. By that certain Mortrage and Assignment of Rents (the "Mortgage) dated

JULY 2, 1987

MARK D. EGGERDING AND WATHLEEN H. EGGERDING, HUSBAND AND WIFE

as Borrower, and Lender as Mortge Jee, recorded on

07/06/87

s Document

No.

by and between

97368195 , Pago , Official Records of COOK

County, ILLINOIS

, moriorized to Lendar, that certain real property located in

County, Illinois, commonly known as

102 KEYSTONE AVENUE, RIVER FOREST,

IL. 60305 *

. legally

described in the Mortgage. The Mortgage secures, any nu other things, a promissory note, dated 86,200,40 , made by in the original principal amount of \$

93337925

\$23,00

MARK D. EGGERDING AND KATHLEEN H. EGGERDING

DEPT-01 RECORDING

to the order of Lender (the "Original Note").

T\$0.000 TKAN (659 05/05/9) 16:17:00

1 \$0.000 TKAN (659 05/05/9) 16:17:00

2 \$0.000 TKAN (659 05/05/9) 16:17:10

2 \$0.000 TKAN (659 05/05/9) 16:17 (the "Additional Advance"). As a condition to the has toaned to Borrower the additional sum of \$ 35,800.00 making of the Additional Advance, Lendar has required that the Original Noticend the Mortgage be modified to secure the Additional Advance and the obligations of Borrower set forth in the Advance Note of the Mortgage.

C. The total amount of indebtedness due under the Original Note, the Advance Note and the Mortgage as of the date hereof . At no time shall the indebtedness due under the mortgage exceed \$ 171,418,55

The Original Note and the Mortgage are hereby modified and amended as foliows:

1. The grant set forth in the Mortgage is made for the purpose of securing, and sivil 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 fall to pay when due any amount due under the Original Note, or the Advance Note or otherwise falls to perform any obligation or agreement of Borrower set forth or incorporated in the Original Note or the Advance Note; or (b) Borrower small 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:

Magnzen S

MARK D. EGGERDING

LENDER:

*PTN: 15-12-311-023

HOME SAVINGS OF AMERICA F.A.

PAMELA J. VUJTZCH, AS ACKNOWLEDGEMENTS AF EAR ON THE REVERSE

SF-5498-1 (Rev. B - 3/88) ARM (IC)

UNOFFICIAL COPY

STATE OF ILLINOIS COUNTY

SS:

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

MARK D. EGGERDING AND KATHLEEN H. EGGERDING, HUSBAND AND WIFE

aubscribed to the foregoing instrument, appeared before me personally known to me to be the same person(s) whose name(s) Ane signed and delivered the said instrument as Their ires and voluntary this day in person, and acknowledged that They

not for the uses and purposes therein set forth.

day of

, 19 93

Given under my hand and official seal, this

26th

OFFICIAL SEAL G. DZDANA R. SKOGSBERG hotary Public, State of Illinois My Commission Expires 11-30-93

STATE OF ILLINOIS COUNTY

SS:

I, the undersigned, a Notery Publish and for the County and State aloresaid, do hereby certify that

continuous EDWARD COOPER

personally known to me to be the ASST. VICE PRESIDENT of HOME SAVINGS OF AMERICA, F.A., and

, personally known to me to be the ASST. SECRETARY PAMELA J. VUJTECH

of said corporation and personally known to multiple the same persons whose names are subscribed to the foregoing instrument, appeared before and ASST. SECRETARY me this day in person and severally acknowledged that ac such -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 five and voluntary act and as the free and voluntary act of said corporation for the user and purposes therein set forth.

Given under my hand and official seal, this

26th

April

TAL BEAL OF BERG enmasion Expans 11-30-93

LEGAL DESCRIPTION ATTACHED

THE SOUTH HALF OF LOT 6 IN BLOCK 6 IN GALE AND BLOCKI'S SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 12, TOWNSHIP 39, NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINDIS. - Ken