UNOFFICIAL COPPARENT PREPARED BY:

94485177

WHEN RECORDED MAIL TO HOME SAVINGS OF AMERICA P.O. EOX 7075 PASADENA, CALIFORNIA 911

1689818-1 LOAN NO.

84639 ORIGINAL LOAN NO.

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this MAY, 1994 by and between

18th

day of

BARBARA Y. GOLINSKI, 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 Mo tgage and Assignment of Rents (the "Mortgage) dated NOVEMBER 24, 1987 by and between

BARBARA Y. GOLINSKI DI VORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgegue, recorded on

as Document

No. 3671838 , Page

. Official Records of

ILLINOIS County.

mariguaged to Lender, that certain real property located in

County, Illinois, commonly known as

SCHAUMBURG. 1208 KNOTTINGHAM COURT, 1-A, IL. 60193

, legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated in the original principal amount of \$

59,600 00

NOVEMBER 24, 1987

COOK

BARBARA Y. GOLINSKI

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

B. By a second promissory note (the "Advance Note") of even rate herewith made by Borrower to the order of Lender, Lender 18,400.CJ (the "Additional Advance"). As a condition to the has loaned to Borrower the additional sum of \$ making of the Additional Advance, Lender has required that the Original Nutr and the Mortgage be modified to secure the Additional Advance and the obligations of Borrower set forth in the Advance Note by the Mortgage.

The total amount of indebtedness due under the Original Note, the Advarce Note and the Mortgage as of the date hereof 79,821.24 . At no time shall the indebtedness due under the nortgrge exceed\$

The Original Note and the Mortgage are hereby modified and amended as folio' is:

1. The grant set forth in the Mortgage is made for the purpose of securing, and theil secure (a) payment of the Original Note with Interest thereon, according to its terms; the Advance Note, with interest thereor, ar cording to its terms; and any further extensions, modifications and renewals of the Original Note and the Advance Note; (b) pay next 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, it, the Mortgage or secured by the Mortgage.

A default under the Mortgage, as herein modified and amended, shall occur in any of the following avents: (a) Borrower shall fail to pay when due any amount due under the Original Note, or the Advance Note or otherwise fails to be form any obligation or agreement of Borrower set forth or incorporated in the Original Note or the Advance Note; or (b) Borrower shall fall to perform any obligation or agreement of Borrower set forth or incorporated in or secured by the Mortgage, as modified a a amended by this

J FNDER:

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 Barbara Y. Golá

HOME SAVINGS OF AMERICA. F.A.

N: 07 35 200 016 1161

VICE PRESIDENT MICHAEL SCHIER. SF-5494-1 (Rev. B - 3/88) ARM (IL)

## **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

BARBARA Y. GOLINSKI

personally known to me to be the same person(s) whose name(s) this day in person, and acknowledged that SHE

IS signed and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me

act for the uses and purposes therein set forth.

free and voluntary

ા

Given under my hand and official seal, this

18th day of

MAY.

OFFICIAL SEAL BARBARA MORETTI

NOTARS PUBLIC, STATE OF ITEMORS MY COMMISSION LXPINES: 11/08/98

Notary Public

STATE OF ILLINOIS

COUNTY COOK

personally known to me to be the

purposes therein set forth.

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

certify that

MICHAEL SCHIER

VICE PRESIDENT

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

, personally known to me to be the ASSISTANT VICE PRESIDENT MARILYN J. KARR of said corporation and personally known to me to or 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 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 roluntary act and as the free and voluntary act of said corporation for the uses and

Given under my hand and official soal, this

18TH

MAY.

. 19 94

My cor mir sion expires:

Notary Public

Unit No. 1A in Building No. 24 in Kingsport Estates Condominium as delineated on a survey of the following described Real Estate A part of the North Half of the Northwest Quarter or the Northeast Quarter of Section 35, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A to the Declaration of Condominium registered as Document No. LR3094348 together with its undivided percentage interest in the common elements as amended from time to time.

07-35-200-016-1161

\*\*C003\*\*

RECORDIN 94485177

CHECK 23.00

PURC CTR

23.00

05/26/94

0001 MC# 15:22