

UNOFFICIAL COPY

94527966

THIS INSTRUMENT PREPARED BY:
DELPHINE KRONAU
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

94527966

LOAN NO. 1691592-8
ORIGINAL LOAN NO. 663856

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 1st day of JUNE, 1994 by and between

KARYN ANNE BENESCH, 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 09/19/86 by and between

KARYN ANNE BENESCH, DIVORCED AND NOT SINCE REMARRIED

DEPT-01 RECORDING \$23.00
T0011 TRAN 2386 06/15/94 13:27:00
#5782 + RV *-94-527966
COOK COUNTY RECORDER

as Borrower, and Lender as Mortgagee, recorded on 09/26/86 as Document
No. 86 439 650 Page Official Records of COOK
County, ILLINOIS mortgaged to Lender, that certain real property located in COOK
County, Illinois, commonly known as
3264 SANDERS ROAD, 7-F, NORTHBROOK, IL. 60062

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 09/19/86 in the original principal amount of \$ 45,600.00 made by

KARYN ANNE BENESCH, 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 \$ 20,000.00 (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 \$ 60,215.00. At no time shall the indebtedness due under the mortgage exceed \$ 91,800.00. 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:


KARYN ANNE BENESCH

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 04 30 201 015 1060

By  MICHAEL SCHIER, VICE PRESIDENT

By  MARILYN KARR, ASSISTANT VICE PRESIDENT

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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23.00

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

KARYN ANNE BENESCHI, DIVORCED AND NOT SINCE REMARRIED

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 1st day of June, 1994

Karen Seibert
My commission expires: 3-20-96

Notary Public



STATE OF ILLINOIS
COUNTY OF COOK

} SS:

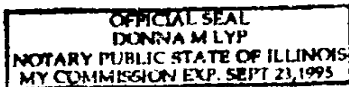
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

certify that **MICHAEL SCHIER**
personally known to me to be the **VICE PRESIDENT**

of HOME SAVINGS OF AMERICA F.A. and

MARILYN J. KARR
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 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 1st day of JUNE, 1994

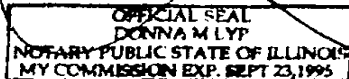


Donna M LYP
My commission expires: 09/23/95

Notary Public

PTN: 04 30 201 015 1060

UNIT #3264-F AS DELINEATED ON THE PLAT OF SURVEY OF BISHOP'S GATE CONDOMINIUM IN PART OF THE NORTH EAST 1/4 AND PART OF THE NORTH 26 1/4 RODS OF THE NORTH EAST 1/4 AND PART OF LOT 2 IN COUNTY CLERK'S DIVISION OF THE NORTH EAST 1/4, ALL IN SECTION 50, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY GLENVIEW STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 18, 1978 KNOWN AS TRUST NUMBER 1654, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 24 731 730, AND FILED WITH THE REGISTRAR OF TITLES AS DOCUMENT LR 30 60 965, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, (EXCEPTING ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND PLAT OF SURVEY), IN COOK COUNTY, ILLINOIS.



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