DEPT-01 RECORDING

\$25.50

First American Title Order

O THIS INSTRUMENT DRAFTED BY:

AND

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA, FSI
P. O. BOX 60015

HOME SAVINGS OF AMERICA, FSB

CITY OF INDUSTRY, CALIFORNIA 91715-0015

ALL NOTICES TO LENDER SHALL BE MAILED OR DELIVERED TO THE ABOVE ADDRESS



T60014 TRAN 2929 09/30/94 15:07:00

18600 + AR #-94-850488

COOK COUNTY RECORDER

LOAN NO. 1561292

MODIFICATION AGREEMENT

This Modification Agreement is made this 24th day of May

, 1994 by and between

Roseann C. Ryan, also known as Roseann Fyan, divorced and not since married

(hereinafter referred to as "Borrower") and Home Savings of America, FSB (hereinafter referred to as "Lender"), with reference to the following facts:

A. Borrower executed a Mortgage (hereinafter referred to as "Security Instrument") dated May 19, 1993 in favor of Lender for the purpose of securing a Promissory Note of even date therewith on an indebtedness to Lender in the amount of FIFTY-FOUR THOUSAND AND NO/100 (\$54,000,00), which Security Instrument was recorded on May 26, 1993 as Instrument No. 93401101 Official Records, in the office of the County Recorder of Cook County, State of Illinois, (hereinaster said Security Instrument and Promissory Note shall be referred to collectively as the "Loan Documents");

B. The real property secured by the Security Instrument is commonly known as 2150 Valencia Drive #103A, Northbrook, Illinois 60062, located in the County of Cook, State of Illinois, and legally described in the Security Instrument as:

UNIT 103-A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LA SALCEDA DEL NORTE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24538413. IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: PARKING SPACE NUMBER 63, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN THE AFOREMENTIONED DECLARATIONS.

PTN: 04-21-201-062-1004

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- C. By inadvertence and mistake, certain provisions of the Loan Documents were misstated; and
- D. Borrower and Lender now desire to correct, modify and amend the Loan Documents to conform to the true intent of the parties thereto.

NOW, THEFEFORE, in consideration of the above facts and other valuable consideration had and received, Borrower and Lender hereby modify and amend the Loan Documents, as follows:

- 1. Modification.
- a) In the Promissory Note, page 1, paragraph 2(a) Interest Rate Adjustments, line 4; delete the phrase "greater than 11.950% per annum" and substitute therefor the phrase "greater than 12.950% per annum"
- b) In the Mortgage, page 4, paragraph (24) Future Advances, line 5; delete the phrase "plus NONE" and substitute therefor the phrase "plus \$70,800.00"
- 2. Cooperation. Borrower shall cooperate with Lender in any way that is necessary or required to carry out the modification of the Loan Documents as sescribed herein, including Borrower's execution of further documents with respect thereto.
- 3. Full Force and Effect. Except as modified and amended hereby, all the terms, conditions and agreements of the Loan Documents shall remain in full force and effect.
- 4. Recording. Lender may record this Modification Agreement with the above-referenced County Recorder and in any other place or office which Lender determines is necessary in order to protect its security interest under the Loan Documents.
- 5. Binding Agreement. The terms and conditions of this Modification Agreement shall inure to the benefit of and be binding upon Borrower and Lender and the personal representatives and successors in interest of each of them.

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IN WITNESS WHEREOF, Borrower and Lender have executed this Modification Agreement as of the day and year first above written.

REVIEW ALL PROVISIONS OF THIS MODIFICATION AGREEMENT BEFORE EXECUTING SAME.

SUBSCRIBED AND SWORN TO refore me	"Borrower"
on 1/21/94 Signature 3 March formule	Roseann C. Ryan
Notary Name (typed or printed)	Roscam C. Ryan
Notary Public for Cook County, State of 141,0015	<u>C</u>
"OFFICIAL SEAL" ZORAIDA GONZALEZ NOTARY PUBLIC, STATE OF ILLINGIS MY COMMISSION EXPIRES 2/9/99	
SUBSCRIBED AND SWORN TO before me	"Lender"
Signature Sear Brusts Notary Public DIANE BPASTOR Notary Name (typed or printed)	HOME SAVINGS OF AMERICA, FSB BY: Brian Voltz, Vice President
Notary Public for LAKE County,	•
State of	
(Notarial Seal) * OFFICIAL SEAL * DIANE 8 PASTOR	

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