

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:  
CATHY J. DANNER



WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
P.O. BOX 80015  
CITY OF INDUSTRY, CALIFORNIA 91716-0015

94878644

LOAN NO 1729672-4  
ORIGINAL LOAN NO. 001469795

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 30th day of SEPTEMBER, 1994 by and between

ROBERT R. AIELLO AND DIANE H. AIELLO, HUSBAND AND WIFE

(the "Borrower"),

and HOME SAVINGS OF AMERICA, FSB (the "Lender").

with reference to the following facts

A. By that certain Mortgage and Assignment of Rents (the "Mortgage") dated JULY 23, 1992 by and between

ROBERT R. AIELLO AND DIANE H. AIELLO, HUSBAND AND WIFE

DEPT-01 RECORDING \$23.50  
T:9999 TRAN 5821 10/13/94 11:19:00  
07133 DW \*-94-878644  
COOK COUNTY RECORDER Document

as Borrower, and Lender as Mortgage, recorded on 07/27/92  
No. 92548744, Page \_\_\_\_\_, Official Records of Cook

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

County, Illinois, commonly known as  
1145 NORTH MITCHELL AVENUE, ARLINGTON HEIGHTS, IL. 60004

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated JULY 23, 1992, legally in the original principal amount of \$ 96,000.00, made by

ROBERT R. AIELLO AND DIANE H. AIELLO, HUSBAND AND WIFE

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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 \$ 21,000.00 (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 \$ 116,037.75. At no time shall the indebtedness due under the mortgage exceed \$ 208,000.00.

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:

ROBERT R. AIELLO

DIANE H. AIELLO 23<sup>rd</sup>

LENDER:

HOME SAVINGS OF AMERICA, FSB

PTN: 03-19-415-001

HOME SAVINGS OF AMERICA, FSB

By:   
MICHAEL SCHIER, VICE PRESIDENT

By:   
DONNA LYP, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

92-1136

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STATE OF ILLINOIS  
COUNTY Cook

} SS:

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

Robert R. Aiello and Diane H. Aiello

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of September, 1994



Delphine Kronau  
My commission expires: July 11, 1997 Notary Public

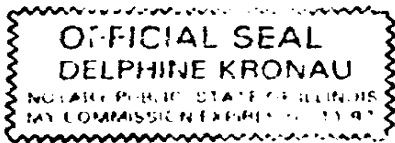
STATE OF ILLINOIS  
COUNTY Cook

} SS:

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

certify that Michael Schier, Vice President and Donna Lyp, Assistant Secretary personally known to me to be the Vice President of HOME SAVINGS OF AMERICA, FSB and Asst. Secretary Michael Schier, personally known to me to be the Vice President 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 Asst. 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 30th day of September, 1994



Delphine Kronau  
My commission expires: July 11, 1997 Notary Public

LOT TWENTY (20) IN BLOCK FIFTEEN (15) IN NORTHWEST HIGHLAND, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION NINETEEN (19), TOWNSHIP FORTY-TWO (42) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 03-19-415-001

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Property of Cook County Clerk's Office