

UNOFFICIAL COPY

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

MAIL TO →

94035029

LOAN NO. 1635716-2
ORIGINAL LOAN NO. 1492375

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 27th day of DECEMBER, 1993 by and between

ANDREW A. VOGEL AND KELLY M. VOGEL, HUSBAND AND WIFE

(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 10/7/92 by and between

ANDREW A. VOGEL AND KELLY M. VOGEL, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on 10/09/92 as Document No. 92753477, Page _____, Official Records of Cook County, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as

221 NORTH KENILWORTH AVENUE, UNIT #414, OAK PARK, IL. 60302

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 10/7/92 in the original principal amount of \$ 95,500.00, made by

ANDREW A. VOGEL AND KELLY M. VOGEL, HUSBAND AND WIFE

94035029

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 \$ 12,400.00 (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 \$ 97,448.77. At no time shall the indebtedness due under the mortgage exceed \$ 152,000.00. 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.

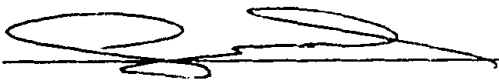
2. A default under the Mortgage, as herein modified and amended, shall occur in any of the following events: (a) Borrower shall fail to pay when due any amount due under the Original Note, or the Advance Note or otherwise fails to perform any obligation or agreement of Borrower set forth or incorporated 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:



ANDREW A. VOGEL



KELLY M. VOGEL

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 16-07-115-047-1054

By 
EDWARD COOPER ASST VICE PRESIDENT

By 
PAMELA J. VUITECH ASST. SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

2350

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STATE OF ILLINOIS
COUNTY

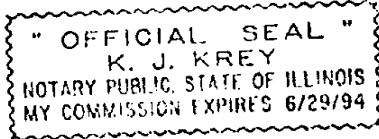
} ss:

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

ANDREW A. VOGEL AND KELLY M. VOGEL

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 27th day of December, 19 93



K. J. Krey
My commission expires: _____

Notary Public

- . DEPT-01 RECORDING \$23.50
- . T#0014 TRAN 0429 01/12/94 09:29:00.
- . #7133 # *-94-035029
- . COOK COUNTY RECORDER

STATE OF ILLINOIS
COUNTY

} ss:

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

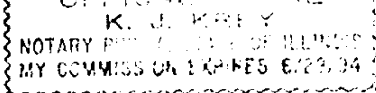
certify that EDWARD COOPER

personally known to me to be the ASST VICE PRESIDENT

of HOME SAVINGS OF AMERICA, F.A. and PAMELA J. VUJTECH, personally known to me to be the ASST. SECRETARY

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 ASST. VICE PRESIDENT and ASST. SECRETARY they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed there' 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 27TH day of December, 1993



K. J. Krey
My commission expires: _____

Notary Public

Unit 414 as delineated on the following described parcel of real estate (hereinafter referred to as 'parcel'): Lot 9 and the North 132 feet of Lot 10 in Block 2 in Kettlestring's Addition to Harlem, being a subdivision of the North part of the Northwest 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit 'A' to the Declaration made by Lawndael Trust and Savings Bank, as Trustee under Trust Agreement dated as document No. 22240167, together with an undivided 1.204% interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) in Cook County, Illinois.

[Handwritten signature]

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