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THIS INSTRUMENT PREPARED BY:

TIFFANY ALLEN  
WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
P.O. BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91716-0015



10:17  
25:00  
0:50  
10:17  
0008 MCH  
RECORDIN #  
MAILINGS #  
95410205 #  
0008 MCH

LOAN NO. 1773219-9

ORIGINAL LOAN NO. 1466893

06/15/95

06/15/95

COOK COUNTY  
RECORDER  
JESSE WHITE  
SKOKIE OFFICE

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 1st day of MAY, 1995 by and between GREGORY S. KOBUS AND ALICE V. KOBUS, 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 20, 1992 by and between GREGORY S. KOBUS AND ALICE V. KOBUS, HUSBAND AND WIFE

PIN 08-12-206-011

as Borrower and Lender as Mortgagee, recorded on 07/20/92 as Document No. 92556209, Page Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 3 SOUTH ALBERT STREET, MT. PROSPECT, IL. 60056

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated JULY 20, 1992 in the original principal amount of \$ 105,000.00, made by

GREGORY S. KOBUS AND ALICE V. KOBUS, HUSBAND AND WIFE

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 \$ 122,867.90. At no time shall the indebtedness due under the mortgage exceed \$ 224,000.00

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.

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COOK COUNTY

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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:

*Gregory S. Kobus*  
GREGORY S. KOBUS

*Alice V. Kobus*  
ALICE V. KOBUS

LENDER:

HOME SAVINGS OF AMERICA, FSB

PTN: 08-12-206-011

*Joseph Calabrese*  
By JOSEPH CALABRESE, ASST. VICE PRESIDENT

*Harriet Hartig*  
By HARRIET HARTIG, ASSISTANT SECRETARY

STATE OF ILLINOIS  
COUNTY Lake

SS:

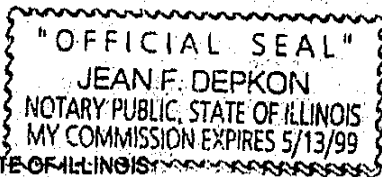
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that GREGORY S. KOBUS AND ALICE V. KOBUS HUSBAND & WIFE

personally known to me to be the same person(s) whose name(s) this day in person, and acknowledged that act for the uses and purposes therein set forth.

subscribed to the foregoing instrument, appeared before me signed and delivered the said instrument as free and voluntary

Given under my hand and official seal, this

1st day of May, 19 95



*Jean F. Depkon*  
My commission expires: \_\_\_\_\_ Notary Public

STATE OF ILLINOIS  
COUNTY LAKE

SS:

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

JOSEPH CALABRESE  
personally known to me to be the ASST. VICE PRESIDENT  
HARRIET HARTIG

of HOME SAVINGS OF AMERICA, FSB, and  
personally known to me to be the ASSISTANT 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 ASSISTANT 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 1st day of MAY, 19 95



*Tiffany J. Allen*  
My commission expires: 05/03/98 95410205  
Notary Public

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## LEGAL DESCRIPTION

### Property No. 1:

THE NORTH 65 FEET OF THE SOUTH 130 FEET OF LOT 1 IN BLOCK 1 IN THE SUBDIVISION OF PART OF BLOCKS 1, 3, 12 AND 14, AND ALL OF BLOCK 2 AND 13 IN BUSSE'S EASTERN ADDITION TO MOUNT PROSPECT, IN THE EAST HALF OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, A PLAT OF WHICH SUBDIVISION WAS REGISTERED JUNE 30, 1926 AS DOCUMENT NO. 309,555.

PIN: 08-12-206-011

Property No. 2:

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95410205

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STATE OF ILLINOIS

CLERK OF COURT

Property of Cook County Clerk's Office

20201122