JNOFFIC 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 LOAN NO. 1773227-2 LOAN NO. ORIGINAL LOAN NO. 1457024 MODIFICATION OF NOTE AND MORTO THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 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 JUNE 15, 1992 by and between GREGORY S. KOBUS AND ALICE V. KOBUS, HUSBAND AND WIFE as Borrower, and Lender as Mortgagee, recorded on as Document 07/(4)92 No. 92513494 , Official Records of COOK , mortgaged to Lender, that certain leal property located in ILLINOIS COOK County County, Illinois, commonly known as VIN:04-33-206-004 3205 LINDENWOOD LANE. GLENVIEW. IL. 60025 legally JUNE 15, 1992 described in the Mortgage. The Mortgage secures, among other things, a promisson, r 13, dated in the original principal amount of \$ 116,200.00 , 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 (the "Additional Advance"). As a condition to the has loaned to Borrower the additional sum of \$ 19,000.00 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 Montgage as of the date hereof

123.664.64 . At no time shall the indebtedness due under the mortgage exceed \$ is\$

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 falls 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.

 A default under the Original Note or Mortgage shall be and constitute a default under the Advance Note. A default under 0. the Advance Note shall be and constitute a default under the Original Note.

Property of Cook County Clerk's Office

OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF (EXCEPT THE SOUTH 921.0 FEET) OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE WEST 50 FEET OF SAID PROPERTY) IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Notary Public

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: LENDER: OF AMERICA, FSB DSEPH CALABRESE, ASST. VICE PRESIDENT STATE OF ILLINOIS COUNTY I, the undersigned, a Notary Public In and for said county and state, do north certify that GREGORY SLICE V. HOBUS, HUSBAND subscribed to the foregoing instrument, appeared before mepersonally known to me to be the same person(s) whose name(s) this day in person, and acknowledged that signed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth. GIVEN ORDER THY HEAD BITO OFFICIAL SEQUENTS OFFICIAL SEAL JEAN F. DEPKON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/13/99 My commission expires: **Notary Public** STATE OF ILLINOIS 95410207 COUNTY LAKE I, the undersigned, a Notary Public In and for the County and State aforesald, do hereby certify that JOSEPH CALABRESE personally known to me to be the ASST. VICE PRESIDENT of HOME SAVINGS OF AMERICA, FSB, and ASSISTANT SECRETARY HARRIET HARTIG , personally known to me to be the 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 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

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purposes therein set forth.

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Given under my hand and official seal, this

TIFFANY J. ALLEN NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 5/3/98

SEAL

OFFICIAL

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LOT 70 IN GLENVIEW WESTBROOK UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF (EXCEPT THE SOUTH 921.0 FEET) OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE WEST 50 FEET OF SAID PROPERTY) IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-33-206-004

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