

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

B. ANDERSON
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER

95568748

P.O. BOX 60015
CITY OF INDUSTRY, CALIFORNIA 91716-0015

LOAN NO. 1900037-2

ORIGINAL LOAN NO. 1549416

F2 Hwy
9503880
7565347 F2

DEPT-01 RECORDING \$23.00
T40012 TRAN 6123 08/28/95 14:49:09
48548 J1 *-95-563748
COOK COUNTY RECORDER
LOAN NO.

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 18th day of AUGUST, 1995 by and between KENDALL G. MOORE, SINGLE NEVER MARRIED

(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 MAY 6, 1993 by and between KENDALL G. MOORE, SINGLE NEVER MARRIED

as Borrower, and Lender as Mortgagee, recorded on 05/15/93 as Document No. 93394491, Page [blank], Official Records of COOK County, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 9022 SOUTH KINGSTON AVENUE, CHICAGO, IL. 60617

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated MAY 6, 1993 in the original principal amount of \$ 39,100.00, made by KENDALL G. MOORE

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 \$ 14,300.00 (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 \$ 63,699.05. At no time shall the indebtedness due under the mortgage exceed \$ 92,800.00. 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.

BOX 333-CTI

23⁰⁰/_{EA}

95568748

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LOTS 10 AND 11 IN BLOCK 8 IN IRA HOLMES ADDITION TO SOUTH CHICAGO A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 9022 SOUTH KINGSTON AVENUE, CHICAGO, IL 60617

PIN: 26-06-123-028-0000

1800037-2

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:

[Signature of Kendall G. Moore]

KENDALL G. MOORE

LENDER:

HOME SAVINGS OF AMERICA, FSB

PTN: 26-06-123-028-0000

[Signature of Deborah P. Washington]

[Signature of Linda A. Daniel]

DEBORAH P. WASHINGTON, ASSISTANT VICE PRESIDENT

LINDA A. DANIEL, ASSISTANT SECRETARY

STATE OF ILLINOIS
COUNTY COOK

} SS:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that
KENDALL G. MOORE, SINGLE NEVER MARRIED

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

Given under my hand and official seal this

18th day of AUGUST, 19 95

"OFFICIAL SEAL"
Mary M. Cunningham
Notary Public, State of Illinois
My Commission Expires 9/21/97

[Signature of Notary Public]
My commission expires: 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

DEBORAH P. WASHINGTON

personally known to me to be the ASSISTANT VICE PRESIDENT HOME SAVINGS OF AMERICA, FSB, and

LINDA A. DANIEL

, 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 ASSISTANT 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 18th

day of AUGUST, 19 95

"OFFICIAL SEAL"
BRENDA F ANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/11/98

[Signature of Brenda F. Anderson]
My commission expires: Notary Public

95568748

UNOFFICIAL COPY

Property of Cook County Clerk's Office