

G-# 76-11-101F

THIS INSTRUMENT PREPARED BY

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

10/21

96644847

DEPT-01 RECORDING \$25.00
TRACED FROM 1996 08/22/96 12:48:00
BOOK 8-96-644847
COOK COUNTY RECORDER

LOAN NO. 1869307-7

LOAN NO.

ORIGINAL LOAN NO. 00658728

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 16th day of AUGUST, 1996 by and between IRENE S. GRAUER, DIVORCED AND NOT SINCE REMARRIED, WHO ACQUIRED TITLE AS IRENE GRAUER, DIVORCED AND NOT SINCE REMARRIED

(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 August 7, 1986

by and between

IRENE S. GRAUER, DIVORCED AND NOT SINCE REMARRIED, WHO ACQUIRED TITLE AS IRENE GRAUER, DIVORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgagee, recorded on 08/13/86 as Document

No. 86351043, Page ----, Official Records of Cook County, Illinois, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as

5009 WEST 135th STREET, UNIT 18, CRESTWOOD, IL. 60445

Handwritten signature/initials

legally

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated August 7, 1986 in the original principal amount of \$ 20,000.00, made by

Irene S. Grauer

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 \$ 16,000.00 (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 \$ 31,709.25. At no time shall the indebtedness due under the mortgage exceed \$ 65,600.00

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

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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:

Irene S. Grauer also known as
IRENE S. GRAUER, also known as

Irene Grauer
IRENE GRAUER

LENDER:

PTN: 28-04-204-035-1018

HOME SAVINGS OF AMERICA, FSB

ATTEST:

By Lanny L. Guymon
LANNY L. GUYMON, VICE PRESIDENT

By Noreen DeMarie
NOREEN DE MARIE, ASSISTANT SECRETARY

STATE OF ILLINOIS
COUNTY

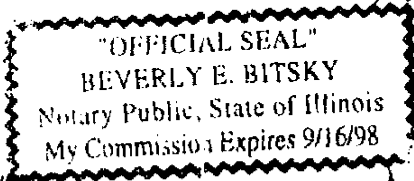
} SS:

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

Irene S. Grauer, also known as Irene Grauer, divorced and not since remarried

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 acknowledge that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of Aug, 1996



Beverly E. Bitsky
My commission expires: _____ Notary Public

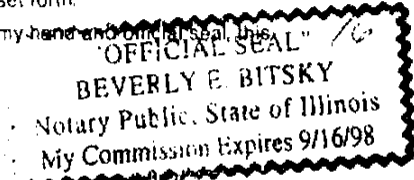
STATE OF ILLINOIS
COUNTY OF COOK

} SS:

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

Lanny L. Guymon Vice President of HOME SAVINGS OF AMERICA, FSB, and
Noreen DeMarie 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 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 16 day of Aug, 1996



Beverly E. Bitsky
My commission expires: _____ Notary Public

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EXHIBIT "A"

UNIT NO 18 IN SANDPIPER CONDOMINIUM NO 1, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL') LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 6 INCLUSIVE AND LOTS 21, 22 AND 23 IN BLOCK 2 IN MIDLOTHIAN FIELDS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY LANDMARK BUILDERS, INC., A CORPORATION ILLINOIS, RECORDED NOVEMBER 30, 1972 AS DOCUMENT 22142903 AND AMENDED BY DOCUMENT 22158769 TOGETHER WITH ITS UNDIVIDED 4.2916 PER CENT 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) AS SET FORTH IN SAID DECLARATION FROM TIME TO TIME

Loan No. 1869307-7



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