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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

96668199

LOAN NO. 1870215-9

LOAN NO.

ORIGINAL LOAN NO. 01205825

DEPT-01 RECORDING \$25.50
T#0001 TRAN 5486 08/30/96 14:11:00
#0975 + RC * - 96 - 668199
COOK COUNTY RECORDER

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 28th day of AUGUST, 1996 by and between HADI FALLAH, MARRIED TO MITRA FALLAH AND MOHAMMAD TAGHI FALLAH, MARRIED TO NANCY E. FALLAH

(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 3, 1990 by and between HADI FALLAH, MARRIED TO MITRA FALLAH AND MOHAMMAD TAGHI FALLAH, MARRIED TO NANCY E. FALLAH

as Borrower, and Lender as Mortgagee, recorded on 06/08/90 as Document No. 90271538, Page _____, Official Records of Cook County, Illinois, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 139 HEMLOCK STREET, PARK FOREST, IL. 60466

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described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated May 3, 1990 in the original principal amount of \$ 22,500.00, made by

Hadi Fallah and Mohammad Taghi Fallah

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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 \$ 10,000.00 (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 \$ 25,799.07. At no time shall the indebtedness due under the mortgage exceed \$ 48,000.00

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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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]
HADI FALLAH
[Signature]
MOHAMMAD TAGHI FALLAH
LENDER:

Mitra Fallah
MITRA FALLAH* wife of Hadi Fallah
[Signature]
NANCY E. FALLAH* wife of Mohammad Taghi Fallah

HOME SAVINGS OF AMERICA, FSB

*SIGNING STRICTLY FOR THE SOLE PURPOSE OF WAIVING MY HOMESTEAD RIGHTS IN THE PROPERTY LOCATED AT 139 HEMLOCK STREET, PARK FOREST, IL 60466
PTN: 31-36-200-025-1164

By [Signature]
LANNY L. GUYMON, VICE PRESIDENT

ATTEST:
BY [Signature]
ARLENE PETRIK, 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 Hadi Fallah, married to Mitra Fallah, Mitra Fallah, married to Hadi Fallah, Mohammad Taghi Fallah, married to Nancy E. Fallah and Nancy E. Fallah, married to Mohammad Taghi Fallah

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

LINDA AZZOLO
Notary Public, State of Illinois
Exp. 7/1/97

[Signature] day of August, 1996
My commission expires: 7/20/97
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

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

Lanny L. Guymon

personally known to me to be the Vice President of HOME SAVINGS OF AMERICA, FSB, and Arlene Petrik, 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 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

28th day of August, 1996

"OFFICIAL SEAL"
CAROL JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/24/99
SI 22427-9 (9-95) LA 594 (ARM, Page 2) (1)

[Signature]
My commission expires: _____
Notary Public

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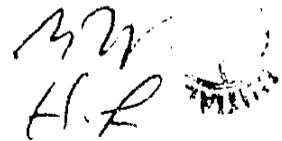
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EXHIBIT "A"

UNIT 25-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLEN ARBOR IN PARK FOREST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22234903, IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

 M.T.
H.L.

 M.W.
H.L.

a/k/a 139 Hemlock Street, Park Forest, IL 60466

Loan No. 1870215-9

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