THIS INSTRUMENT PREPARED BY: NOFFICIAL COPY

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

97443469

LOAN NO. 1907860-9

ORIGINAL LOAN NO. 1697480 DEPT-GI RECORDING

\$25.00

Te0012 TRAN 5580 06/20/97 12:59:00

#7717 # CG *-97-443469

COOK COUNTY RECORDER

FICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this

19th

COOK

day of

JUNE. 1997

by and between

ROBERT G. GOODSELL AND BARBARA A. GOODSELL, MUSBAND 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 May 27, 1994 by and between

ROBERT G. GOODSELL AND BARBARA A. SCHOSELL, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on

06/01/94

, mortgaged to Lender, that cortain real property located in

as Document

Na 94487676 . Page

COOK , Official Records of

ILLINOIS County, County, Illinois, commonly known as

310 POFLAR LANE, GLENVIEW, IL. 60025

legally

described in the Mortgage. The Mortgage secures, among other things, a promiscory note, dated. May 27, 1994 , made by

in the original principal amount of \$

F-5486 1 (Rev. E - 695) ARM - Part 1 (L.)

112,000.00

BORRUNERS

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 Visionder of Lender, Lender. has loaned to Borrower the additional sum of \$ 18,000.00 (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 hereofit

125,257.97 . At no time shall the indebtedness due under the mortgage exceed\$ 224,000.00 IS S

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 Eq. 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 1 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) Borrowsk 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 tall 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 the Advance Note shall be and constitute a default under the Original Note.

tot2



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1907860-9

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.

| Modification, this Modification shall not at EXECUTED the year and date first at | ffect the lien and | be prejudiced by reas I charge of the Mortga | sen of this Modification. Exce age upon the property cover | ept as provided in this ed thereby. |
|---|---------------------|---|---|-------------------------------------|
| BORROWER: | ove witter | | | |
| Kabert It Goods | 11 | _ OFar | hara A Go | odsell |
| ROBERT G. GOUDSEEL | | EANSARA | A. GOODSELL | |
| LENDER | 0,5 | | | |
| HOME SAVINGS OF AMERICA, FSB | Co | PIN: 09-11-1 | 05-055-0000 | |
| By we Che | | 4 | | |
| STATE OF ILLINOIS | 1 | C | | |
| COUNTY COCK | ss | | | |
| I, the undersigned a Notary Public in and | | | | |
| Aught-Godd1 and 3 | Robert A | scaliff, hushe | d callege | |
| personally known to he to be the same personal | s) whose name(s) | C 112 subsc | cribeu tu b e foregoing instrumer | of anneared before me |
| this day in person, and acknowledged that [4] | _ | ed and delivered the said | | free and voluntary |
| act for the uses and purposes therein set forth. | ł | ~ | | • |
| Given under my hand and official seal this | - 1911n | day of June | 5,1997 | |
| "OFFICIAL SEAL" Bonnie J. Miller | | (| Statistics. | |
| Notary Public, State of Ilianois My Commission Expures Feb. 2, 199 | | My commission expires | · My | Notary Public |
| STATE OF COMPOSINIISSOURI | }ss | | | ~ |
| COUNTY ST. LOUIS | <i>}</i> | | _ | ri, |
| I, the undersigned, a Notary Public in and | | | reby certify that | ₩ |
| SUSAN BLACKMO Personally known to me to be the VICE PR | = | | S OF AMERICA, FSB, and | |
| VICE III | CATEGORY ! | . personally known | | SOLLE |
| of said corporation and personally known to me to | be the same pers | | | ment asserted to the |
| ne this day in person and severally acknowledge | d that as such | SUSAN BLACKMORE | and | Same? |
| they signed and delivered the said instrument and | | | | |
| by the Board of Directors of said corporation as t | heir free and volur | ntary act and as the free | and voluntary act of said cor | A CHAMPAGE AND |
| purposes therein set forth. | | | Y | 4 |
| Given under my hand and official seal, this | 18th | day of June | , . 19 97 | OF BIS |
| | | | 1000 | AND SOUMER |

\$F-22427-9 (Rev. A - 6/94) ARM - Part 2 (IL)

My commission expires.

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STREET ADDRESS: 510 POTAR AND FOLIA COUNTY: CLENVIEW

TAX NUMBER: 09-11-105-055-0000

LEGAL DESCRIPTION:

LOT 43 IN NIXON'S GREENWOOD CENTRAL DEVELOPMENT UNIT C, A SUBDIVISION OF PART OF THE MAST 1/2 OF NORTHEAST FRACTIONAL 1/4 OF SECTION 10 AND PART OF THE WEST 1/2 OF NORTHWEST FRACTIONAL 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of County Clerk's Office

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