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THIS INSTRUMENT PREPARED BY

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

DEPT-01 RECORDING \$25.00
T#0012 TRAN 3933 02/04/97 14:40:00
#8521 CG *-97-081105
COOK COUNTY RECORDER

LOAN NO. 1820199-1

LOAN NO.

ORIGINAL LOAN NO. 1822509

97081105

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 29th day of JANUARY, 1997 by and between JAMES J. ANDERSON, A BACHELOR

(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 11/17/95 by and between JAMES J. ANDERSON, A BACHELOR

as Borrower, and Lender as Mortgagee, recorded on 11/11/95 as Document

No. 95807931, Page [blank], Official Records of Cook County, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 1845 W. GREGORY STREET, CHICAGO, IL. 60640

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 11/17/95 in the original principal amount of \$ 204,000.00, made by

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 \$ 49,000.00 (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 \$ 250,653.30. At no time shall the indebtedness due under the mortgage exceed \$ 408,000.00

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.

BOX 333-CTI

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7649170 K6 (K6) 1/29/97

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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] 1/24/97
JAMES J. ANDERSON

LENDER:

HOME SAVINGS OF AMERICA, FSB

PTN:

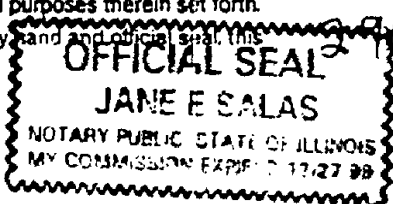
By [Signature]
SUSAN BLACKMORE, VICE PRESIDENT

STATE OF ILLINOIS } SS:
COUNTY COOK

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

personally known to me to be the same person(s) whose name(s) 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 24th day of JAN 19 97



[Signature] Notary Public

STATE OF ~~ILLINOIS~~ MISSOURI } SS:
COUNTY OF ST. LOUIS

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

SUSAN BLACKMORE

personally known to me to be the VICE PRESIDENT

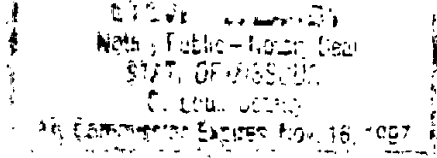
of HOME SAVINGS OF AMERICA, FSB, ~~and~~

personally known to me to be the VICE PRESIDENT

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 SUSAN BLACKMORE ~~and~~

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 24th day of JANUARY, 19 97



[Signature]
My commission expires _____ Notary Public

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007649120 F1
STREET ADDRESS: 1645 WEST GREGORY
CITY: CHICAGO COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

LOT 34 AND THE WEST 5 FEET OF LOT 35 IN BLOCK 4 IN EDGEWATER HEIGHTS, A
SUBDIVISION IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF
SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

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