

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

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

97254441

LOAN NO. 1896504-6
ORIGINAL LOAN NO. 1293287

DEPT-01 RECORDING 125.50
TRAN 1753 04/11/97 13:32:00
COOK COUNTY RECORDER



MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 2nd day of APRIL, 1997 by and between Citizens Bank-Illinois, N.A. f/k/a /COMMERCIAL NATIONAL BANK OF BERWYN, NOT PERSONALLY, BUT AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JANUARY 17, 1991, AND KNOWN AS TRUST NO. 910961 and not individually. (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 JANUARY 30, 1991 by and between CITIZENS BANK-ILLINOIS, N.A. f/k/a /COMMERCIAL NATIONAL BANK OF BERWYN

as Borrower, and Lender as Mortgagee, recorded on MARCH 11, 1991 as Document No. 91-1108464 Page Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 3507 SOUTH OAK PARK AVENUE, BERWYN, IL. 60402

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated JANUARY 30, 1991 in the original principal amount of \$ 95,000.00 made by BORROWER'S

497617B 1041

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 \$ 25,000.00 (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 \$ 111,632.51. At no time shall the indebtedness due under the mortgage exceed \$ 193,600.00. 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.

97254441

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exoneration provision restricting any liability of the Citizens Bank - Illinois N.A. stated on the reverse side hereof is hereby expressly made a part hereof.

1896504-6

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: Citizens Bank-Illinois, N.A., f/k/a
*COMMERCIAL NATIONAL BANK OF BERWYN
AS TRUSTEE and not individually.

By: Mark D. Wheeler
Mark D. Wheeler, Vice President

Attest: Roger C. Forcash
Roger C. Forcash, Assistant Secretary

PTN: 16-31-230-003

LENDER:

HOME SAVINGS OF AMERICA, FSB

By: Susan Blackmore
SUSAN BLACKMORE

STATE OF ILLINOIS
COUNTY Cook

} ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Mark D. Wheeler, Vice President and Rober C. Forcash, Assistant Secretary

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 2nd day of April, 19 97

OFFICIAL SEAL
LINDAM. TONETTI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/11/00
Notary Public

STATE OF ~~MISSOURI~~ MISSOURI
COUNTY ST. LOUIS

} ss:

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

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 31st day of MARCH, 19 97

KIMA HART, NOTARY PUBLIC
St. Louis County, State of Missouri
My Commission Expires 5.9.99

Kim A. Hart
My commission expires: Notary Public

9725-4441

UNOFFICIAL COPY

This Document is signed by Citizens Bank - Illinois N.A. not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the Citizens Bank - Illinois N.A. personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the Citizens Bank - Illinois N.A. is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the Citizens Bank - Illinois N.A. This Trustee's exoneratory clause shall be controlling in the event of a conflict with any other documents executed by Citizens Bank - Illinois N.A. as Trustee.

Lots 22 and 23 in Block 21 in Berwyn A Subdivision of part of section 31, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Pin No: 16-31-230-003

Property of Cook County Clerk's Office

97254441