

THIS INSTRUMENT PREPARED BY:

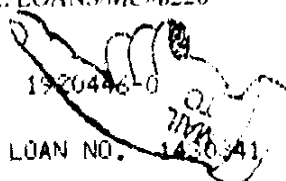
5192/0028 05 001 1998-01 12 10:52:09
Cook County Recorder 20.50

N. SMITH

HOME SAVINGS OF AMERICA
3180 RIDER TRAIL, SOUTH
EARTH CITY, MO 63045
ATTN: SPECIAL LOANS/MC#8220

LOAN NO. 1920446-0

ORIGINAL LOAN NO. 1430341



MODIFICATION OF NOTE AND MORTGAGE

3

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 12th day of NOVEMBER, 1997 by and between ANDREW P. LEICHT, 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 MARCH 19, 1992 by and between ANDREW P. LEICHT, A BACHELOR

as Borrower, and Lender as Mortgagee, recorded on 04/20/92 as Document No. 92256896, Page Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 1727 WESTBRIDGE COURT, SCHAUMBURG, IL. 60194

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated MARCH 19, 1992, in the original principal amount of \$ 114,000.00, made by BORROWERS, legally

Lawyers Title Insurance Corporation

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 \$ 10,900.00 (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 \$ 114,273.31. At no time shall the indebtedness due under the mortgage exceed \$ 128,000.00. 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.

1920446-0

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:

Andrew P. Leicht
ANDREW P. LEICHT

LENDER:

HOME SAVINGS OF AMERICA, FSB

PTN: 07-17-110-063

By Denise M. Webb
DENISE M. WEBB

STATE OF Illinois } SS:
COUNTY Cook

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

Andrew P. Leicht

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 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 12th day of November, 1997

Denise M. Webb
My commission expires: _____ Notary Public

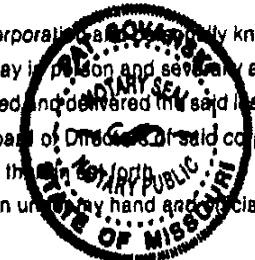
STATE OF ~~ILLINOIS~~ MISSOURI } SS:
COUNTY ST. LOUIS

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

personally known to me to be the ASSISTANT 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 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 Eleventh day of November, 1997



Pat Sorand
My commission expires: _____ Notary Public

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**Lawyers Title
Insurance Corporation**

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Exhibit A CONTAINED IN Case Number: cl970321

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

124.45 feet to a point on the West line of Lot 37 said point being 90.59 feet South of the Northwest Corner of Said Lot 37 as Measured along the West line of said Lot 37 to the point of beginning in Southbridge Commons, being a subdivision of part of the Northwest 1/4 of Section 17, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois.

KIN # 07-17-110-063

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