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7359/0194 11 001 Page 1 of 5
1998-05-08 14:20:06
Cook County Recorder 29.50

THIS INSTRUMENT DRAFTED BY:
AND
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA, FSB
3180 RIDER TRAIL SOUTH
EARTH CITY, MO 63045
ATTN: LOAN SUPPORT M/C 8102

ALL NOTICES TO LENDER SHALL BE MAILED
OR DELIVERED TO THE ABOVE ADDRESS

LOAN NO. 019409267

MODIFICATION AGREEMENT

This Modification is made this 11TH day of MARCH, by and between JAMES G. CYGAN, AN UNMARRIED MAN (hereinafter referred to as "Borrower") and Home Savings of America, FSB (hereinafter referred to as "Lender"), with reference to the following facts:

A. Borrower executed a MORTGAGE (hereinafter referred to as "Security Instrument") dated FEBRUARY 23, 1997 in favor of Lender for the purpose of securing a Promissory Note of even date therewith on an indebtedness to Lender in the amount of EIGHTY THOUSAND AND 00/100 (\$80,000.00), which Security Instrument was recorded on , as Instrument No. in Book Page of the Official Records, in the Office of the County Recorder of County COOK, State of ILLINOIS, (hereinafter said Security Instrument and Promissory Note shall be referred to collectively as the "Loan Documents");

B. The real property secured by the Security Instrument is commonly known as 1749 N. WELLS STREET #1708, CHICAGO, IL 60614 located in the County of COOK State of ILLINOIS, and legally described in the Security Instrument as:

LEGAL DESCRIPTION AS PER EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

AMERICAN TITLE order #

119812 CW

1781

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C. By inadvertence and mistake, certain provisions of the Loan Documents were misstated; and

D. Borrower and Lender now desire to correct, modify and amend the Loan Documents to conform to the true intent of the parties thereto.

NOW, THEREFORE, in consideration of the above facts and other valuable consideration had and received, Borrower and Lender hereby modify and amend the Loan Documents, as follows:

1. Modification.

a) IN THE PROMISSORY NOTE, PAGE 1, DESCRIPTION LINE: DELETE THE DATE OF "FEBRUARY 23, 1997" AND SUBSTITUTE THEREFOR THE DATE OF "FEBRUARY 23, 1998".

b) IN THE MORTGAGE, PAGE 1, LINE 1: DELETE THE DATE OF "FEBRUARY 23, 1997" AND SUBSTITUTE THEREFOR THE DATE OF "FEBRUARY 23, 1998".

2. Cooperation. Borrower shall cooperate with Lender in any way that is necessary or required to carry out the modification of the Loan Documents as described herein, including Borrower's execution of further documents with respect thereto.

3. Full Force and Effect. Except as modified and amended hereby, all the terms, conditions and agreements of the Loan Documents shall remain in full force and effect.

4. Recording. Lender may record this Modification Agreement with the above-referenced County Recorder and in any other place or office which Lender determines is necessary in order to protect its security interest under the Loan Documents.

5. Binding Agreement. The terms and conditions of this Modification Agreement shall inure to the benefit of and be binding upon Borrower and Lender and the personal representatives and successors in interest of each of them.

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IN WITNESS WHEREOF, Borrower and Lender have executed this Modification Agreement as of the day and year first above written.

REVIEW ALL PROVISIONS OF THIS MODIFICATION AGREEMENT BEFORE EXECUTING SAME.

"Borrower"



JAMES G. CYGAN

"Lender"

HOME SAVINGS OF AMERICA, FSB

BY: 

ASST VICE PRESIDENT

-Affix Appropriate Notary Acknowledgments-

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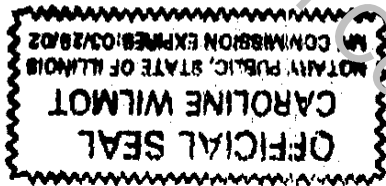
STATE OF Illinois)ss: Date 3-16-08
COUNTY OF Cook

Personally appeared the above named person(s)

James G. Cygan
and acknowledge the foregoing instrument to be his voluntary act and deed.

Before me: the undersigned

(official stamp and /or seal)



Caroline Wilmut
Notary Public
My commission expires: 3/29/02

STATE OF Missouri)ss: Date 3-16-08
COUNTY OF St. Louis

Personally appeared the above named person(s) Toby R. Zmrital

and acknowledge the foregoing instrument to be HIS voluntary act and deed.

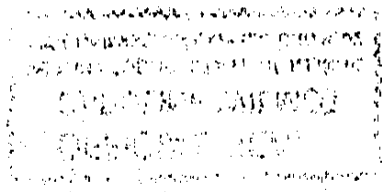
Before me:

(official stamp and /or seal)

Kim A. Hart
Notary Public
My commission expires: 5.9.99
KIM A. HART, NOTARY PUBLIC
St. Louis County, State of Missouri

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EXHIBIT A

TAX# 14-33-414-044-1209

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 1708 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE KENNELLY SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25156051, IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 25156051, IN COOK COUNTY, ILLINOIS.

PLAT# 14-33-414-044-1209

COMMONLY KNOWN AS: 1749 N. WELLS STREET #1708
CHICAGO, IL 60614

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