

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
P. PETERSON

3823820

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7078
PASADENA, CALIFORNIA 91109-7078

LOAN NO. 1111694-4
ORIGINAL LOAN NO. 000819057

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 31st day of AUGUST, 1989 by and between

MERRILL M. BECKER AND ROSE ANN BECKER, HUSBAND AND WIFE

(the "Borrower"),
and HOME SAVINGS OF AMERICA, F.A. (the "Lender"),

with reference to the following facts:

A. By that certain Mortgage and Assignment of Rents (the "Mortgage") dated SEPTEMBER 18, 1987 by and between

MERRILL M. BECKER AND ROSE ANN BECKER, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on 09/24/87 as Document No. LR3653962, Page , Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 479 LONGCOMMON ROAD, RIVERSIDE, I.L. 60546

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated SEPTEMBER 18, 1987, legally in the original principal amount of \$ 98,000.00, made by

MERRILL M. BECKER AND ROSE ANN BECKER

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 \$ 30,000.00 (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 \$ 126,926.18. At no time shall the indebtedness due under the mortgage exceed \$ 352,000.00.

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.

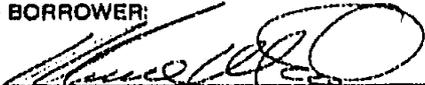
2. A default under the Mortgage, as herein modified and amended, shall occur in any of the following events: (a) Borrower shall fail to pay when due any amount due under the Original Note, or the Advance Note or otherwise fails to perform any obligation or agreement of Borrower set forth or incorporated 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.

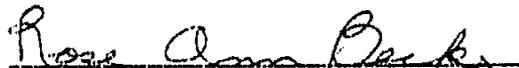
4. Except as modified and amended by this Modification, the Original Note, the Mortgage, and any instruments, documents or agreements secured by or incorporated in the Mortgage, are confirmed and ratified. None of the rights of Lender under the Original Note or the Mortgage are or shall be deemed to 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:



MERRILL M. BECKER



ROSE ANN BECKER

LENDER:

HOME SAVINGS OF AMERICA, F.A.

* PTN: 15-25-413-001 Kim

By  JAMES F. DUFFY, VICE PRESIDENT

WITNESS


PAMELA J. VUOTECH, ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

NOT RECORDED

3823820

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STATE OF ILLINOIS
COUNTY OF COOK

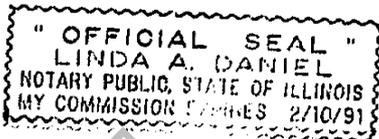
} SS:

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

MERRILL M. BECKER AND ROSE ANN BECKER, HUSBAND AND WIFE

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 use and purposes therein set forth.

Given under my hand and official seal, this 31st day of August 1989



Linda A. Daniel
My commission expires: 2/10/91 Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

} SS:

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

~~JAMES F. DUFFY~~ JAMES F. DUFFY
personally known to me to be the VICE PRESIDENT of HOME SAVINGS OF AMERICA, F.A. and
PAMELA J. VUJTECH personally known to me to be the ASSISTANT SECRETARY
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 VICE PRESIDENT and ASSISTANT SECRETARY 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 August 1989



Linda A. Daniel
My commission expires: 2/10/91 Notary Public

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

LOT THIRTEEN----- (13)
IN KIRCHKIN AND JEDLAN'S RIVERSIDE PARKWAY AND HARLEM AVENUE
SUBDIVISION OF THAT PART OF LOT TWO (2), LYING SOUTH OF THE CENTER
OF RIVERSIDE PARKWAY AND OF LOTS THREE (3) AND FOUR (4) OF CIRCUIT
COURT PARTITION OF THE SOUTHEAST QUARTER (1/4) OF SOUTHEAST QUARTER
(1/4) AND THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE
SOUTHEAST QUARTER (1/4) OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

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IN DUPLICATE

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1989 SEP 11 AM 11:58
REGISTRAR OF TITLES
CAROL MOSELEY BRAUN

IDENTIFIED No.	REGISTER OF TITLES TOWER CAROL MOSELEY BRAUN F.A.T.C.
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First American Title Insurance
Company of the Mid-West
1000 North LaSalle Street Suite 400
Chicago, Illinois 60602 750-6780