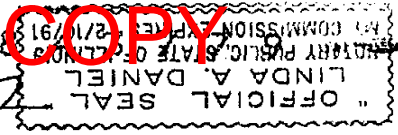


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FORM 4084



Subscribed and sworn to me this

day of November 1989  
Richard T. Smith

to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.  
Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO., CITY, STATE)
6/84	11/87	ENGINEER	NATECO	2122 YORK
11/87	8/88	"	NUTECH	55 E. MONROE CHICAGO ILL
9/88	11/89	"	SARGENT & Lundy	55 E. MONROE CHICAGO ILL

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
12/86	11/24/84	2200 WEST ST	RIVER GROVE	ILL
9/84	12/86	787 WILSON AVE	GLENN CITY	ILL
11/75	9/84	101 S. ROBERTA	EVERETT/NAWATNAGE	ILL

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

Affiant further states that HIS social security number is 346-56-6105 and that there are no United States Tax Liens against HIM

county & state \_\_\_\_\_  
case \_\_\_\_\_  
date of decree \_\_\_\_\_

- 1.  has never been married
  - 2.  the widow(er) of \_\_\_\_\_
  - 3.  married to \_\_\_\_\_
  - 4.  divorced from \_\_\_\_\_
- said marriage having taken place on \_\_\_\_\_

Richard T. Smith  
being duly sworn, upon oath states that HE

State of Illinois } ss.  
County of Cook }

FEDERAL TAX LIEN AFFIDAVIT  
(PLEASE PRINT OR TYPE)

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Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:  
SUSAN M. FINE  
WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
P.O. BOX 7075  
PASADENA, CALIFORNIA 91109-7075

3843779

LOAN NO. 1132122-1  
ORIGINAL LOAN NO. 692354

**MODIFICATION OF NOTE AND MORTGAGE**

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 24th day of NOVEMBER, 1989 by and between RICHARD T. SMITH, A BACHELOR (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 11/21/86 by and between RICHARD T. SMITH, A BACHELOR and Lender as Mortgagee, recorded on 11/24/86 as Document No. 3569967, Official Records of COOK County, Illinois, mortgaged to Lender, that certain real property located in 2200 WEST STREET, RIVER GROVE, IL. 60171 \*\*

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated 11/21/86, in the original principal amount of \$ 65,000.00, made by RICHARD T. SMITH

to the order of Lender (the "Original Note").  
B. By a second promissory note (the "Advance Note") or over, date herewith made by Borrower to the order of Lender, Lender has loaned to Borrower the additional sum of \$ 9,800.00 (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, the Advance Note and the Mortgage as of the date hereof is \$ 71,934.23. At no time shall the indebtedness due under the mortgage exceed \$ 112,000.00

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:  
*Richard T. Smith*  
RICHARD T. SMITH

LENDER:  
HOME SAVINGS OF AMERICA, F.A.  
*James H. Duffly*  
By JAMES H. DUFFLY, VICE PRESIDENT,  
NOTARY PUBLIC, ASST. SECRETARY

\*\*PTN: 12-34-205-034

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ACKNOWLEDGMENT OF NO U.S. TAX LIEN ATTACHED.

NOTE IDENTIFIED

642354

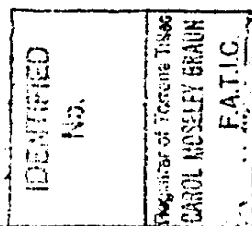
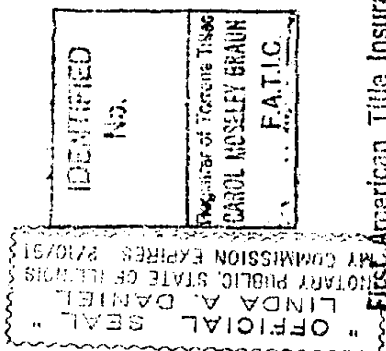
# UNOFFICIAL COPY

LOT 17 IN BLOCK 3 IN N.O. SHIVELY AND COMPANY'S FULLERTON AVENUE PARK ADDITION, BEING A SUBDIVISION (EXCEPT FOR THE RAILROAD RIGHT-OF-WAY) SOUTH OF THE INDIAN BOUNDARY LINE, THE EAST 20 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 445728, IN COOK COUNTY, ILLINOIS.

LOT 17 IN BLOCK 3 IN N.O. SHIVELY AND COMPANY'S FULLERTON AVENUE PARK ADDITION, BEING A SUBDIVISION (EXCEPT FOR THE RAILROAD RIGHT-OF-WAY) SOUTH OF THE INDIAN BOUNDARY LINE, THE EAST 20 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 445728, IN COOK COUNTY, ILLINOIS.

INITIAL

PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:



1989 NOV 30 AM 11:38  
REGISTRAR OF TITLES  
CAROL MOSLEY BRAUN

3843779

3843779

3843779

3  
Title  
IN DUPLICATE

Notary Public

2-10-91

My commission expires:

1989 day of NOVEMBER  
*Linda A. Daniel*

Given under my hand and official seal, this 24TH

personally known to me to be the VICE PRESIDENT of HOME SAVINGS OF AMERICA, F.A. and PAMELA J. VUTTECH, personally known to me to be the ASST. SECRETARY, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and ASST. 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.

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

STATE OF ILLINOIS  
COUNTY OF COOK  
SS:

3843779

Notary Public

2-10-91

My commission expires:

1989 day of NOVEMBER  
*Linda A. Daniel*

Given under my hand and official seal, this 24TH

personally known to me to be the same person(s) whose name(s) IS HE signed and delivered the said instrument as HIS free and voluntary act for the uses and purposes therein set forth.

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

STATE OF ILLINOIS  
COUNTY OF COOK  
SS:

RICHARD T. SMITH, A BACHELOR