

RECORDED
INDEXED
Mark
CAROL MORTIMER BRAUN
FATIG.

RESULT OF SEARCH:

INTENDED GRANTEE OR ASSIGNEE:

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH:

DOCUMENT NO.

1924157
2853-1
79

768319

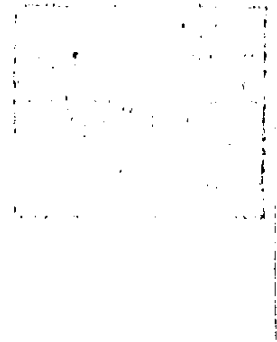
1-26-90

100-856604

CAROL MORTIMER BRAUN
FATIG
1990 JAN 26 PM 3 10
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

UNOFFICIAL COPY



Board of Commissioners

Property of Cook County Clerk's Office

OFFICE OF THE CLERK

COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

3856602

INSTRUMENT PREPARED BY:
L. DARBY

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

LOAN NO. 1153842-8
ORIGINAL LOAN NO. 978419

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 23rd day of JANUARY, 1990 by and between PARTAP S. ASHTA, DIVORCED AND NOT SINCE REMARRIED

(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 OCTOBER 10, 1988 by and between PARTAP S. ASHTA, DIVORCED AND NOT SINCE REMARRIED

as Borrower, and Lender as Mortgagee, recorded on 10/14/88 as Document No. 3746243, Page _____, Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 4232 WEST MAIN STREET, SKOKIE, IL. 60074

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated OCTOBER 10, 1988, in the original principal amount of \$ 67,000.00, made by

PARTAP S. ASHTA, DIVORCED AND NOT SINCE REMARRIED

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 \$ 94,960.24. At no time shall the indebtedness due under the mortgage exceed \$ 163,200.00. 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:

PARTAP S. ASHTA

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 10-22-214-067-0000

By THOMAS EAGLE, VICE PRESIDENT

GROZDANA R. SKOGSBERG
ASSISTANT SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

FATTC CD38633

NOTIFIED

Legal follows w/typ

3856602

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

} ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that
PARTAP S. ASHTA, DIVORCED AND NOT SINCE REMARRIED

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 **23rd** day of **JANUARY**, 19 **90**



Lori Sterling
My commission expires: _____ Notary Public
STATE OF ILLINOIS

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
certify that **THOMAS EAGLE**

R. SKOGSBERG personally known to me to be the **VICE PRESIDENT** of **HOME SAVINGS OF AMERICA F.A.I.C.** and **GROZDANA**
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
purpose therein set forth.

Given under my hand and official seal, this **23rd** day of **January**, 19 **90**



Lori Sterling
My commission expires: _____ Notary Public
STATE OF ILLINOIS

THE EAST 30 FEET (EXCEPT THE SOUTH 7 FEET THEREOF) OF LOT 40 AND THE WEST
20 FEET (EXCEPT THE SOUTH 7 FEET THEREOF) OF LOT 39 IN GEORGE F. NIXON
AND COMPANY'S GOLFVIEW ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTH
1/4 OF THE SOUTH 1/4 OF THE NORTH 1/4 OF SECTION 22, TOWNSHIP 41, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF REGISTERED IN THE
OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, ON MARCH 16,
1925 AS DOCUEMNT 247960, IN COOK COUNTY, ILLINOIS.

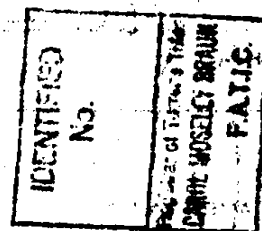
COMMONLY KNOWN AS 4232 WEST MAIN STREET, SKOKIE, IL 60076

PTN: 10-22-214-067-0000 *ls*

SN
1424157
IN DUPLICATE

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REGISTRAR OF TITLES
CAROL MOSELEY BRAUN
1990 JUN 26 PM 3 32



First American Title Insurance
Company of the Mid-West
100 North LaSalle Street, Suite 400
Chicago, Illinois 60602 750-6780