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P.O. BOX 7076

PASADENA, CALIFORNIA 91109-7075

LOAN NO. 1253045-7 ORIGINAL LOAN NO. 000647401

MODIFIC	ATION	OF NO	TE AND	MORTO	AGE
MUDIFIL		OF NO		MUNIC	AUE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this

day of

SEPTEMBER, 1990

by and between

TIMOTHY C. STEFL AND RUTH ANN STEFL, HUSBAND AND WIFE

(the "Borrower").

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

with reference to the following facts:

A. By that certain Mr.rigage and Assignment of Rents (the "Mortgage) dated by and between

TIMOTHY C. STEFL AND BUTH ANN STEFL, HUSBAND AND WIFE

as Borrower, and Lender as Morto: Jee, recorded on

Document

No.

. . , Page - ----

06/27/86 --- , Official Records of , makinged to Lender, that certain real property located in

County, Illinois, commonly known as

\*\*\* 945 CIRCLE AVENUE, FOREST PARK \_ YL. 60130 \*

described in the Mortgage. The Mortgage secures, wrong other tillings, a promissory note, dated

June 27, 1986

in the original principal amount of \$ , made by 96,000,00

TIMOTHY C. STEFL AND RUTH ANN STEFL

to the order of Lender (the "Original Note").

B. By a second promissory note (the "Advance Note") of even data herewith made by Borrower to the order of Lender, Lender has loaned to Borrower the additional sum of \$ has loaned to Borrower the additional sum of \$ 25,000,00 (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 (the "Additional Advance"), As a condition to the 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

At no time shall the indebtedness due under the mortrage exceed\$ 192,000.00

The Original Note and the Mortgage are hereby modified and amended as toll we

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 Sorrower 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 folicating events: (a) Borrower shall fall to pay when due any amount due under the Original Note, or the Advance Note or otherwise falls to payform any obligation or agreement of Borrower set forth or incorporated in the Original Note or the Advance Note; or (b) Borrower shall fall to perform any obligation or agreement of Borrower set forth or incorporated in or secured by the Mortgage, as modified and amended by this

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 Morigage, 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:

L'ENDER:

HOME SAVINGS OF AMERICAL F.A.

\*PTN: 15-13-412-018 &

Duffy. Vice President

Secretary NOTARY ACKNOWLEDGEMENT

9F-5496-1 (Rev. B - 3/88) ARM (IK

## **UNOFFICIAL COPY**

STATE OF ILLINOIS	} ss:				
i, the undersigned, a Notary i	ublic in and for said coun	ly, and stalo, d	p'heroby cortily that		
Timothy C. Steff	l and Ruth Ann St	efl,Husbar	nd And Wife		
personally known to me to be the a this day in person, and acknowledg act for the uses and purposes there Given under my hand and offic	ed that 'They i sin set forth.	•	subscribed to vered the said instrur September	· ·	eent, appeared before me free and voluntar
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	······	My comm	fersion expires: 2	16-91	Nothing Public
OFFICIAL S LINDA A. DA PUBLIO, STATE O MY COMM COSTION EXPIRE	IF ILLIROIS {				
STATE OF ILLINOIS	} 85:				·
COUNTY OF COOK	Subula in and the the Count	u mad Stata në			
I, the undersigned, a Notary F 3800006X James F. I		A BUC DIRIG BUC	pressio, do nereby c	orthy inat	
personally known to me to be the	Vice President	pl Ha	DME SAVINGS OF A	MERICA F.A. and	
Pamela J. Vujtech			=	lobethe Asst.	Secretary
of said corporation and personally is	nown to me to or the same				
me this day in person and severally				and Asst. S	
they signed and delivered the said (	natrument and cause diffe o	orporate seal o	suid corporation to t	using aloredt bexilts oc	ant to the authority give:
by the Board of Directors of said or purposes therein set forth.	orporation as their free and	Voluntary act a	nd as the tree and vo	oluntary act of said corp	constion for the uses and
Given under my hand and offic	ial seal, this 17th	O Jay of	September	- 100	30
,		T	77777		7/
***************************************		Ŀ	2/10/61	h/W/ /m	M
" OFFICIAL S LINDA A. DA NOTARY PUBLIC, STATE OF	FAL H	My con m	f sion expires: 2-	-10-91	Notary Public
MY GUMMISSION EXPIRE	8 2/10/91		77%		

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

THE SOUTH 5 FEET OF LOT 8 IN C. W. FRANZ RESUBDIVISION OF LOTS 13 TO 22, BOTH INCLUSIVE IN BLOCK 3 IN SCHAAF AND KREIDLER'S ADDITION TO SOUTH OAK PARK, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNS4IP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOT 23 AND LOT 24 IN SCHOOK 3 IN INITIAL ADAM SCHAAF AND W. A. KREIDLER'S ADDITION TO SOUTH OAK PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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AROL MOSELEY BANDA REGISTRAR OF TITLES

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GARGE COSELEY BEAUTHFATLOFFINGS

First American Title Insurance
Company of the Middlest
100 North LaSalle Street 116 700 Chicago, Illinois Forth 200 Chicago, Illinois Forth