

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

E. LOTTICH

WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
P.O. BOX 7076  
PASADENA, CALIFORNIA 91109-7076

88546025

LOAN NO. 1003237-3

## MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 8th day of NOVEMBER, 1988 by and between JOHN E. FITZGERALD AND KATHRYN A. FITZGERALD, 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 OCTOBER 15, 1986 by and between JOHN E. FITZGERALD AND KATHRYN A. FITZGERALD, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on 10/28/86 as Document No. 86-502566, Page , Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in COOK County, Illinois, commonly known as 5320 NORTH NEW ENGLAND AVENUE CHICAGO, IL. 60656

described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated OCTOBER 15, 1986, in the original principal amount of \$ 77,000.00, made by

JOHN E. FITZGERALD AND KATHRYN A. FITZGERALD, HUSBAND AND WIFE

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 \$ 104,689.88. At no time shall the indebtedness due under the mortgage exceed \$ 185,600.00.

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:

JOHN E. FITZGERALD

KATHRYN A. FITZGERALD

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 13-07-125-032

By THOMAS B. EAGLE, VICE-PRESIDENT

GRO/DARA R. SKOOSBERG, ASSY. SECRETARY

NOTARY ACKNOWLEDGEMENTS APPEAR ON THE REVERSE

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Page  
EX-1998-01671

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY COOK

} SS:

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

**JOHN E. FITZGERALD AND KATHRYN A. FITZGERALD, 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 uses and purposes therein set forth.

Given under my hand and official seal, this **8th** day of **NOVEMBER**, 19 **88**



*[Signature]*  
My commission expires \_\_\_\_\_ Notary Public

**88546025**

STATE OF ILLINOIS  
COUNTY COOK

} SS:

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

certify that **THOMAS B. EAGLE** personally known to me to be the **VICE-PRESIDENT** of **HOME SAVINGS OF AMERICA F.A.** and **GROZDANA R. SKOGSBERG** personally known to me to be the **ASST. 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 **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.

Given under my hand and official seal, this **8th** day of **NOVEMBER**, 19 **88**



*[Signature]*  
My commission expires \_\_\_\_\_ Notary Public

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LOT 10 AND THE SOUTH 1/2 OF LOT 9 IN BLOCK 3 IN WALTER G Mc INTOSH'S SECOND ADDITION TO NORWOOD HEIGHTS, BEING A SUBDIVISION OF LOT 6 IN SUPERIOR COURT PARTITION OF PART OF THE NORTH 1/2 OF SECTION 7, ALSO THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1925 AS DOCUMENT NO. 9053441, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5320 NORTH NEW ENGLAND AVENUE, CHICAGO, IL. 60656

✓ PIN: 13-07-125-032

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7#4444 1988 2006 11 26 08 14 17 00  
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COOK COUNTY RECORDER

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