

# UNOFFICIAL COPY

0 0 9 3 2 4 3 8

**SAVINGS  
OF AMERICA**

A Division of Home Savings of America, Inc.

**Schaumburg Office**  
1010 North Meacham Road • Schaumburg • Illinois 60173  
Area Code (312) 605-0262

December 10, 1990

Registrar of Titles  
118 N. Clark St.  
Chicago, IL 60602  
Attn: Mr. Edward Luzzie, Attorney

Re: Modification of Note and  
Mortgage As Document No  
3761587 on December 20, 1988

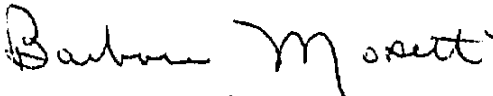
Dear Mr. Luzzie:

The above listed note and mortgage filed on December 20, 1988, running to Home Savings of America, F.A. by Robert G. Nadolski and Anna E. Nadolski, husband and wife is to be modified by a Promissory Note-Adjustable Interest Rate First Advance Note executed December 13, 1988 along with a Modification of Note and Mortgage executed in Duplicate by our customer Robert G. Nadolski and Anna E. Nadolski and Savings of America in the amount of \$15,800.00.

This letter is to affirm that the original note filed as #3761587, will be affixed with the certified number registered on the advance note and modification agreement, upon receipt of same.

If you have any questions, please call me at (708) 605-0262.

Respectfully,



Barbara Moretti  
Sr. Loan Processing Officer

UNOFFICIAL COPY

1/1/02  
1/1/02

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY: BARBARA MORETTI

WHEN RECORDED MAIL TO: HOME SAVINGS OF AMERICA P.O. BOX 7075 PASADENA, CALIFORNIA 91109-7075

3932489

LOAN NO. 1272810-1 ORIGINAL LOAN NO. 1008683

MODIFICATION OF NOTE AND MORTGAGE

THIS MODIFICATION OF NOTE AND MORTGAGE (the "Modification") is made this 5th day of DECEMBER, 1990 by and between ROBERT G. NADOLSKI AND ANNA E. NADOLSKI, 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 DECEMBER 13, 1988 by and between ROBERT G. NADOLSKI AND ANNA E. NADOLSKI, HUSBAND AND WIFE

as Borrower, and Lender as Mortgagee, recorded on 12/20/88 as Document No. 88585869, Page Official Records of COOK County, ILLINOIS, mortgaged to Lender, that certain real property located in Cook County, Illinois, commonly known as 764 PENRITH AVENUE, ELK GROVE VILLAGE, IL. 60007 described in the Mortgage. The Mortgage secures, among other things, a promissory note, dated DECEMBER 13, 1988 in the original principal amount of \$ 80,000.00, made by ROBERT G. NADOLSKI AND ANNA E. NADOLSKI, 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 \$ 15,800.00 (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 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 \$ 97,640.93. At no time shall the indebtedness due under the mortgage exceed \$ 174,400.00

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 therein, 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:

Signature of Robert G. Nadolski, ROBERT G. NADOLSKI

Signature of Anna E. Nadolski, ANNA E. NADOLSKI

LENDER:

HOME SAVINGS OF AMERICA, F.A.

PTN: 08 32 207 001

By Michael Schier, VICE PRESIDENT

By Kimberly Fiedler, ASSISTANT SECRETARY

181 09244-61152 23119-442260 181

Handwritten mark resembling a stylized 'e' or '9'.

3932489

COOK COUNTY CLERK'S OFFICE

# 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

ROBERT G. NADOLSKI AND ANNA E. NADOLSKI, *husband & 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 5TH day of DECEMBER, 1990

*Barbara Moretti*  
My commission expires: 10/31/92 Notary Public

OFFICIAL SEAL  
BARBARA MORETTI  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES OCT. 31, 1992

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

MICHAEL SCHIEP, VICE PRESIDENT of HOME SAVINGS OF AMERICA, F.A., and  
KIMBERLY FIEDLER, 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 5TH day of DECEMBER, 1990

*Barbara Moretti*  
My commission expires: 10/31/92 Notary Public

OFFICIAL SEAL  
BARBARA MORETTI  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES OCT. 31, 1992

LOT THIRTY ONE HUNDRED THIRTY-SIX IN ELK GROVE VILLAGE SECTION 10 BEING A SUBDIVISION IN SECTIONS 28, 29, 32 and 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON MAY 16, 1961 AS DOCUMENT 18163672 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES ON MAY 22, 1961 AS DOCUMENT LR1978779, IN COOK COUNTY, ILLINOIS.

3932488

COMMUNITY TITLE GUARANTY CO.

350 N. La Salle Street  
Suite 250  
Chicago, IL 60610  
(312) 464-0210

IDENTIFIED  
NO.

1550 DEC 13 PM 12:22  
CAROL MUSELENY-DEALIN  
REGISTRAR OF TITLES

3932488

3932488

3932488

*1962265*