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Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 06/11/2003 02:03 PM Pg: 1 of 2

122019722 CIC

PREPARED BY/MAIL TO:

AJ SMITH FSB 14757 S CICERO AVE MIDLOTHIAN, IL 60445

LOAN #768289

LOAN MODIFICATION AGREEMENT

This is a Loan Modification Agreement ("Agreement") dated as of January 27, 2003 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and RAYMOND W VAHL AND NANCY L VAHL, HIS WIFE (Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of TWO HUNDRED THOUSAND AND NO/100 Dollars (\$200,000.00). Mortgag or's obligation to repay said loan is evidenced by a promissory note dated AUGUST 22, 2001 ("Note") and is secured by a mortgage ("Mortgage") dated AUGUST 22, 2001 and recorded in the Recorder's Office of COOK County Illinois on SEPTEMBER 14, 2001 as Document No.0010853930 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements there a, located in COOK County, Illinois and legally described as:

UNIT NUMBER 2001 IN THE WESTGATE VALLEY TOWNHOMES CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: BE'NG A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 27, 2000 AS DOCUMENT NUMBER 00214379, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.I.N. #24-31-404-020

2001 DORAL CT., PALOS HEIGHTS, IL 60463

Said Note and Mortgage are hereinafter referred to as the "Loan Documents".

15 C/6/4: Mortgagor has asked Mortgagee to lower the rate of the Note and Mortgage and Mortgage is willing to lower the interest rate of the Note and Mortgage on the terms and conditions set forth herein.

In consideration of the foregoing, and of the promises herein set forth, the parties hereto acknowledge and agree as follows:

- The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of 6.1250% percent per annum.
- 2. Commencing February 01, 2003 and on the FIRST day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly installments of principal and interest in the sum of Dollars (\$1,218.65).
- Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued 3. interest and other charges, shall be due and payable on SEPTEMBER 01, 2031 (the "Maturity Date").
- None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and 4. this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.

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My Commission Expired: 140taty 1 wastes 2/13/2005 LINDA R. GOUGH "OFFICIAL SEAL"

Given under my hand and official seal January 27, 2003.

instrument as HER free and voluntary act, for the uses and purposes therein set forth. the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signen, not delivered the said PRESIDENT of A.J. SMITH FEDERAL SAVINGS BANK, personally known to me to be the same experience name is subscribed to I, the undersigned, a Notary Public in and for said county and state do hereby certify t w., DONNA J. MANUEL, VICE

State of Illinois, County of COOK

Y'I SWILH LEDEKYT SYNINGS BYNK

IN WITNESS WHEREOF, Mortgagee has executed this 181 sement January 27, 2003.

My Commission Expires:

Given under my hand and officies seal January 27, 2003

act, for the uses and purposes therein se' forth.

before me this day in person, and o knowledged that THEY signed and delivered the said instrument as THIER free and voluntary L VAHL personally known to "A" :2 be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared I, the undersigned, a Notary Public in and for said county and state do hereby certify that RAYMOND W VAHL AND NANCY

State of Illinois, County of COOK

IN WITNESS WHEREOF, Mortgagor has executed this Agreement January 27, 2003.

the terms of the Loan Documents are hereby ratified and reconfirmed. have been expressly modified by the terms of this Agreement. In other respects not inconsistent with this Agreement, Mortgagor hereby acknowledges and agrees that the Loan Documents remain in full force and effect, except as they