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PREPARED BY/MAIL TO: AJ SMITH FSB 14757 S CICERO AVE MIDLOTHIAN, IL 60445

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Doc#: 0410735186

Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds Date: 04/16/2004 01:41 PM Pg: 1 of 2

## LOAN MODIFICATION AGREEMENT

This is a Loan Modification Agreement ("Agreement") dated as of APRIL 02, 2004 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgag.e") and PAUL F MOSKALIK AND DEBORAH S MOSKALIK, his wife ("Mortgagor").

Mortgagee has heretofore riade a loan to Mortgagor in the original principal sum of SIXTY FIVE THOUSAND AND 00/100 Dollars \$65,000.00. Mortgagor's obligation to repay said loan is evidenced by a promissory note dated JUNE 18, 2001 ("Note") and is secured by a mortgage ("Mortgage") dated JUNE 18, 2001 and recorded on JUNE 27,2001 in the Recorder's Office of COOK County Illinois as Document No.0010566984 n ortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in COOK County, "limois and legally described as:

LOTS 11, 12, 13 AND 14 (EXCEPT THE SOUTH 1( FUFT OF LOT 14) IN BLOCK 10 IN PEOPLE'S ORLAND PARK ADDITION TO ORLAND PARK, BEING A SUBDIVSION OF THA! PART NORTH AND WEST OF THE WABASH RAILROAD OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

P.I.N. #27-09-115-028, 27-09-115-029, 27-09-115-030 & 27-09-115-0

ADDRESS 14530 HIGHLAND AVE., ORLAND PARK, IL 60462

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

Mortgagor has asked Mortgagee to lower the rate and change the maturity daie of it.e Note and Mortgage and Mortgagee is willing to lower the rate and change the maturity date of the Note and Mortgage on the term; and conditions set forth herein.

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

- The balance of the principal indebtedness remaining from time to time outstanding sno'l rereafter bear interest at 1. the rate of 5.250% percent per annum.
- Commencing MAY 01, 2004 and on the FIRST day of each successive month thereafter until the maturity date set 2. forth below, Mortgagor shall pay monthly installments of principal and interest in the sum of Dollars (\$378.45).
- 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 APRIL 01, 2029, (the "Maturity Date").
- 4. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.

POX 333-CM

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

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IN WITNESS WHEREOF, Mortgagor has executed this Agreement APRIL 02, 2004.

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PAUL F MOSKALIK

Newocan.

DEBORAH S MOSKALIK

State of Illinois, County of COOK

I, the undersigned, a Now Y Public in and for said county and state do hereby certify that PAUL F MOSKALIK AND DEBORAH S MOSKALIK, persono's prown 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 caa official seal APRIL 2, 2004.

"OFFICIAL SEAL" LINDA R. GOUGH

Notary Public, State of Illinois My Commission Expires 2/13/2009

My Commission Expires My Commission Expires 2/13/2005

IN WITNESS WHEREOF, Mortgagee has executed this Agre ment APRIL 02, 2004.

Carl Wall Com

A.J. SMITH FEDERAL SAVINGS BANK

*BY*:\_

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that, DONNA J. MANUEL, VICE PRESIDENT of A.J. SMITH FEDERAL SAVINGS BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal APRIL 2, 2004.

My Commission Expires:

"OFFICIAL SEAL"

ires: LINDA R. GOUGH

Notary Public, State of Illinois

My Commission Expires 2/13/2005