Prepared by First United Bank 7626 W Lincoln Highway Frankfort, IL 60423

When Recorded Mail To First United Bank 7626 W Lincoln Highway Frankfort, IL 60423

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Doc#: 0420142183 Eugene "Gene" Moore Fee: \$26.00 Cook County Recorder of Deeds

Date: 07/19/2004 10:03 AM Pg: 1 of 2

SPACE ABOVE THIS LINE FOR RECORDERS USE

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT, entered into this date, by and between Jorge Hernandez and Camelia Hernandez, hereinafter referred to as "Borrower", and FIRST UNITFD BANK, hereinafter referred to as "Lender";

WHEREAS, on May 2, 2003 the Borrower executed a certain Promissory Note in the principal sum of Four Hundred Thirteen Thousand and NO/100 Dollars (\$413,000.95), which Note was renewed and extended on October 24, 2003, and secured said Note by granting a Mortgage to Lender, recorded in the Office of the Recorder of Cook County, Illinois on June 5, 2003, as Document Number 0315605198 on the following described property:

LOT 8 IN BLOCK 3 IN CHARLES V. MC ERLEAN'S SECOND 95TH STREET SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 SECTION 10, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE IHIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4) IN COOK COUNTY, ILL IN OIS.

Property Tax Number: 24-10-202-015

Commonly known as: 9524 South Tripp Avenue, Oak Lawn, IL 60453.

AND, WHEREAS, the Borrower and Lender desire to modify the terms and conditions contained in said Note and Mortgage.

NOW, THEREFORE, in mutual consideration of the covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. That the terms of the Note and Mortgage referred to are hereby modified in the following manner:
 - a. The Annual Interest Rate shall change from 4.50% to 5.66% effective June 1, 2004. The Interest Rate shall no longer be variable, but will be fixed until the Maturity Date named below.
 - b. The Monthly Principal and Interest payment shall change from "Interest-only" to \$2,386.60, based on a thirty year amortization, starting with the July 1, 2004 instalment.
 - c. The Due Date of monthly payments shall change to the first day of each month, starting with the July 1, 2004 instalment.
 - The Maturity Date shall change from April 24, 2004 to June 1, 2009.
- 2. This Agreement is supplementary to said Note and Mortgage. All the provisions of the Note and Mortgage, except as expressly modified herein, shall remain in full force and effect. The provisions of this Agreement shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of First United Bank.

BOX 333-CTI

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement this May 28, 2004.

Jorge Hernandez, Borrower

Camilia Hernandez, Bon wer

Camelia

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State of Illinois County of Will SS

FIRST UNITED BANK

by James G. Nachtwey

mes E. Nachtwey, Senior Vice Presider

Camelia

I, Frieda Franiak, a Notary Public in and for the State of Illinois, do hereby certify that Jorge Hernandez and Camilia Hernandez and James E. Nachtwey as S mior Vice President of First United Bank, who are 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 acknowledged that the signing and delivering of said instrument in writing as a free and voluntary act, and as the free and voluntary act for the uses and purposes set forth.

OFFICIAL SEAL FRIEDA FRANIAK

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRESIO7/10/05 Given under my hand and seal this May 28, 2004

Notary Public (SEAL)