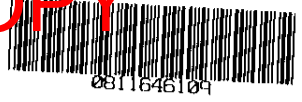


025087308

UNOFFICIAL COPY



PREPARED BY/MAIL TO:

A J SMITH FSB
14757 S CICERO AVE
MIDLOTHIAN, IL. 60445

Doc#: 0811646109 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/25/2008 02:43 PM Pg: 1 of 2

LOAN # 476852-5

025087308
\$17.87

CTIC-NE

LOAN MODIFICATION

This is a Loan Modification Agreement ("Agreement") dated as of **March 27, 2008** by and between **A.J. SMITH FEDERAL SAVINGS BANK** ("Mortgagee") and **Lawrence J Barnas and Eileen Barnas, His Wife** ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of Dollars **ONE HUNDRED FOUR THOUSAND FOUR HUNDRED AND NO/100** -----(\$104,400.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note dated **OCTOBER 9, 2001** ("Note") and is secured by a mortgage ("Mortgage") dated **OCTOBER 9, 2001** and recorded in the Recorder's Office of **COOK** County Illinois on **October 16, 2001** as Document No. **0010962169** mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in **COOK** County, Illinois and legally described as:

Lot 319 and the North 1/2 of vacated 91st street lying South and adjoining said lot in J. E. Merriam and Company's Hometown Unit No. 1, a subdivision of that part of the Northeast 1/4 of Section 3, lying Southeasterly and adjoining the 66 feet right of way of the Wabash Railroad in township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 9060 S Ryan Rd., Hometown, Il. 60456

P. I. N. #: 24-03-209-018

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

Mortgagor has asked Mortgagee to change the rate of the Note and Mortgage and Mortgagee is willing to change the rate of the Note and Mortgage on the terms and conditions set forth herein.

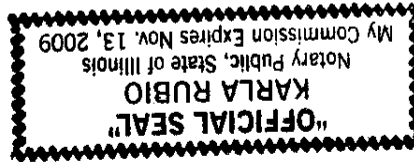
In consideration of the foregoing, and of the promises herein set forth, the parties hereto acknowledge and agree as follows:

1. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of **5.125%** percent per annum.
2. Commencing **May 01, 2008** and on the **1ST** 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 (**\$762.81**).
3. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued interest and other charges, shall be due and payable on **April 1, 2023**, (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.
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.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement **March 27, 2008**

UNOFFICIAL COPY

Property of Cook County Clerk's Office



My Commission Expires:

Karla Rubio

Given under my hand and official seal March 27, 2008

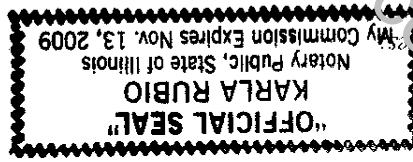
I, the undersigned, a Notary Public in and for said county and state do hereby certify that, VICE PRESIDENT of A.J. SMITH FEDERAL SAVINGS BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that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

State of Illinois, County of COOK

BY: *Dorothy M... V.P.*

A.J. SMITH FEDERAL SAVINGS BANK

IN WITNESS WHEREOF, Mortgagee has executed this Agreement March 27, 2008



My Commission Expires:

Karla Rubio

Given under my hand and official seal March 27, 2008

I, the undersigned, a Notary Public in and for said county and state do hereby certify that LAWRENCE J BARNAS AND EILEEN BARNAS 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.

State of Illinois, County of COOK

Lawrence J Barnas
LAWRENCE J BARNAS
Eileen Barnas
EILEEN BARNAS