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LOAN MODIF<u>ICATION AND EXTENSION AGREEMENT</u>

This is a Loan Modification and Extension Agreement ("Agreement") dated as of JULY 11, 2008 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and SYED H ANWAR AND ZEBA H ANWAR, HIS WIFE ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of ONE HUNDRED THOUSAND AND 00/100 Dollars (\$100,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note date June 28, 2003 ("Note") and is secured by a mortgage ("Mortgage") dated June 28, 2003 and recorded 08/06/2003 in the Recorder's Office of COOK County Illinois as Document No. 0321811105 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in COOK County, Illing, s and legally described as:

LOT 152 IN THE PRESERVE AT MARLEY CREEK, PHASE II, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, LANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1998 AS DOCUMENT 98728898, IN COOK COUNTY, ILLINOIS.

P.I.N#27-31-410-015-000 Which has the address of 11245 TUKFLE RUN, ORLAND PARK, IL 60467

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

Mortgagor has asked Mortgagee to extend the maturity date of the Note and Mortgage and Mortgagee is willing to extend the maturity date 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 1. bear interest at the rate of PRIME MINUS 1/4% (.25%) percent per annum.
- Commencing AUGUST 15, 2008 and on the 15th day of each successive month thereafter until the 2. maturity date set forth below, Mortgagor shall pay monthly installments of interest only.
- Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding 3. and all accrued interest and other charges, shall be due and payable on JULY 15, 2013 (the "Maturity Date").
- 4. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by leason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Docun en's 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.

A.J. SMITH FEDERAL SAVINGS BANK 14757 S. CICERO AVE

MIDLOTHIAN, ILLINOIS 60445

Doc#: 0822408047 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/11/2008 11:52 AM Pg: 1 of 2

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IN WITNESS WHEREOF, Mortgagor has executed this Agreement.

Syed A. Duner SYEDH. ANWAR FERAL ANWAR

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that SYED H. ANWAR AND ZEBA H ANWAR, HIS WIFE personally known to me to be the same person (s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal

"OFFICIAL SEAL" LINDAR GOUGH

Notary Public, State of Illinois My Commission Expires 12/13/2009

IN WITNESS WHEREOF, Mortgagee to recalled this Agreement.

A.J. SMITH FEDERAL SAVINGS BANK

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 the day in person, and acknowledged that she signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal.

"OFFICIAL SEAL" LINDA R. GOUGH

Notary Public, State of Illinois My Commission Expires 02/13/2009