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PREPARED BY/MAIL TO:

AJ SMITH FSB
14757 S. CICERO AVE
MIDLOTHIAN, IL 60445

Doc#: 0920408070 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/23/2009 07:42 AM Pg: 1 of 2

LOAN #020-9115124

32005368 pd LINE OF CREDIT
LOAN MODIFICATION AGREEMENT

This is a Loan Modification Agreement ("Agreement") dated as of JUNE 15, 2009 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and DANIEL A WITT AND NANCY L WITT, HIS WIFE ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note dated May 28, 1999 ("Note") and is secured by a mortgage ("Mortgage") dated May 28, 1999 and recorded 06/09/1999 in the Recorder's Office of Cook County Illinois as Document No. 99552464, and extended by a mortgage modification agreement recorded 07/02/2004 as Document No. 0418435232 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in Cook County, Illinois and legally described as:

THE WEST 112 FEET OF THE EAST 448 FEET OF LOT 20 IN F.H. BARTLETT'S PALOS HILLS FIRST ADDITION, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N#23-11-105-010

Which has the address of 8740 W. 97TH ST., PALOS HILLS, IL 60465
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. 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:

1. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of PRIME MINUS 1/4% percent per annum.
2. Commencing JULY 15, 2009 and on the first day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly installments of interest only.
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 JUNE 15, 2014 (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.

Daniel A. Witt

Nancy L. Witt

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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.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement.

Daniel A. Witt
 DANIEL A WITT

Nancy L Witt
 NANCY L WITT

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that DANIEL A WITT AND NANCY L WITT, 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 their free and voluntary act, for the uses and purposes therein set forth.
 Given under my hand and official seal.

My Commission Expires:

IN WITNESS WHEREOF, Mortgagee has executed this Agreement.

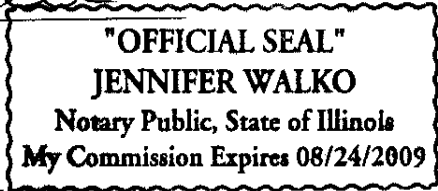
A.J. SMITH FEDERAL SAVINGS BANK

BY: *Donna J. Manuel VP*

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.

My Commission Expires:



Jennifer Walko

