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LOAN MODIFICATION AND EXTENSION AGREEMENT



This is a Loan Modification and Extension Agreement ("Agreement") dated as of JULY 16, 2009 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and TODD A SALLAY AND DAWN M SALLAY, HIS WIFE ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note date July 10, 2004 ("Note") and is secured by a mortgage ("Mortgage") dated July 10, 2004 and recorded 07/20/2004 in the Recorder's Office of COOK County Illinois as Document No. 0420211189 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 42 IN MEADOWS PARK ESTATES PHASE 1, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAS? ¼ OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N# 27-23-207-024

Which has the address of 8034 JUSTIN CT., TINLEY PARK, IL 60477

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

Doc#: 0921508036 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 08/03/2009 07:37 AM Pg: 1 of 2

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 p omises 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 % (.5.5) percent per annum.
- 2. Commencing AUGUST 15, 2009 and on the 15th day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly in a liments of interest only.
- 3. Notwithstanding any provision hereof to the contrary, the entire pur cipal balance then outstanding and all accrued interest and other charges, shall be due and payable on JULY 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.
- 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 SOUTH CICERO AVENUE MIDLOTHIAN, IL 60445

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UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has executed this Agreement.

Josh A. Sellay TODD A SALLAY

Dawn M. Sallay
DAWN M SALLAY

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that TODD A SALLAY AND DAWN M SALLAY, 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 band and official seal.

My Commission Expires:

IN WITNESS WHEREOF, Mortgage e has executed this Agreement.

"OFFICIAL SEAL"
JENNIFER WALKO

Notary Public, State of Illinols
My Commission Expires 08/24/2009

A.J. SMITH FEDERAL SAVINGS BANK

BY: Donnag manuel VF

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 SAVING 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 a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal.

My Commission Expires:

"OFFICIAL SEAL"
JENNIFER WALKO

Notary Public, State of Illinois
My Commission Expires 08/24/2009