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LOAN MODIFICATION AND EXTENSION AGREEMENT

3200774304

This is a Loan Modification and Extension Agreement ("Agreement") dated as of SEPTEMBER 14, 2009 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and GARY S. FOX AND MARGARET E. FOX, HIS WIFE ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of TWENTY-FIVE THOUSAND Dollars (\$25,000). Mortgagor's obligation to repay said loan is evidenced by a promissory note date September 09, 1999 ("Note") and is secured by a mortgage ("Mortgage") dated September 09, 1999 and recorded 09/16/1999 in the Recorder's Office of COOK County Illinois as Document No. 99880241 and a Modification Agreement dated September 23, 2004 and recorded 10/08/2004 as Document No. 0428202286 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 NORTH 1/2 OF LOT 8 IN BLOCK 7 IN ARTHUR T. MCINTOSH AND COMPANY'S MIDLOTHIAN HIGHLANDS, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #28-03-412-013

Which has the address of 14237 S. Keefer Ave. Crestwood, IL 60445

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:

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% (.25) percent per annum.
2. Commencing OCTOBER 15, 2009 and on the 15th 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 SEPTEMBER 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.
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.

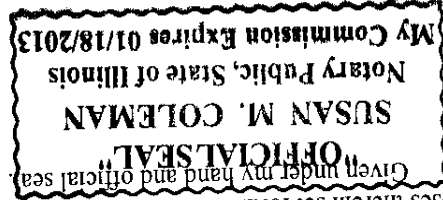
Prepared by:
A.J. Smith Federal Savings Bank
Loan #020-9115626



Doc#: 0927108026 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/28/2009 07:26 AM Pg: 1 of 2

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My Commission Expires:



purposes therein set forth.

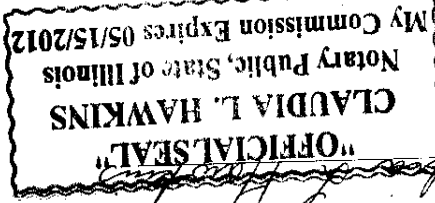
I, the undersigned, a Notary Public in and for said county and state do hereby certify that, DONNA J. MANUEL, VICE PRESIDENT of A.J. SMITH FEDERAL SAVINGS BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and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

State of Illinois, County of COOK

[Handwritten Signature]

BY: *[Handwritten Signature]*

A.J. SMITH FEDERAL SAVINGS BANK



IN WITNESS WHEREOF, Mortgagee has executed this Agreement.

My Commission Expires: 5-15-12

Given under my hand and official seal.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that GARY S. FOX AND MARGARET E. FOX, H.S. 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.

State of Illinois, County of COOK

[Handwritten Signature]

 GARY S. FOX
[Handwritten Signature]

 MARGARET E. FOX

IN WITNESS WHEREOF, Mortgagor has executed this Agreement.