

# UNOFFICIAL COPY



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Doc#: 1003308201 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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PREPARED BY/MAIL TO:  
AJ SMITH FSB  
14757 S CICERO AVE  
MIDLOTHIAN, IL 60445

0020780094

## LOAN MODIFICATION AGREEMENT

*320102490*  
This is a Loan Modification Agreement ("Agreement") dated as of JANUARY 19, 2010 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and JOHN P NAGLE AND CHERYL NAGLE, HIS WIFE ("Mortgagor"). 2

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of ONE HUNDRED FORTY FIVE THOUSAND AND XX/100 (\$145,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note dated FEBRUARY 16, 2007 ("Note") and is secured by a mortgage ("Mortgage") dated FEBRUARY 16, 2007 and recorded on FEBRUARY 26, 2007 in the Recorder's Office of Cook County Illinois as Document No. #0705702096 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 10 IN BLOCK 4 IN WARREN J. PETER'S CASTLETOWNE SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JANUARY 21, 1966 AS DOCUMENT 1905259 IN COOK COUNTY, ILLINOIS.

P.I.N. #28-17-208-010-0000

ADDRESS: 5626 LANCASTER LANE, OAK FOREST, ILLINOIS 60452

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

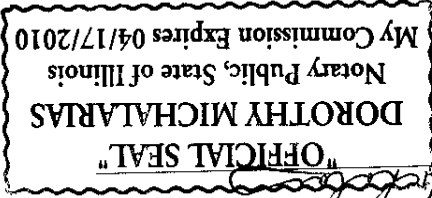
Mortgagor has asked Mortgagee to reduce the rate and change the maturity date of the Note and Mortgage and Mortgagee is willing to reduce the rate and change the maturity date of the Note and Mortgage on the terms and conditions set forth herein.

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 4.25% per annum.
2. Commencing FEBRUARY 1, 2010 and on the FIRST day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly principal and interest in the amount of ONE THOUSAND ONE HUNDRED TWENTY AND 67/100 (\$1,120.67).
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 JANUARY 1, 2022 (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.

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My Commission Expires:



*[Handwritten Signature]*

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 JANUARY 19, 2010.

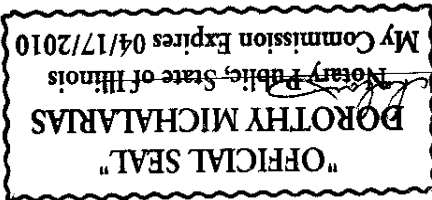
State of Illinois, County of COOK

BY: *[Handwritten Signature]*

A.J. SMITH FEDERAL SAVINGS BANK

IN WITNESS WHEREOF, Mortgagee has executed this Agreement JANUARY 19, 2010.

My Commission Expires:



*[Handwritten Signature]*

Given under my hand and official seal JANUARY 19, 2010.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that JOHN P NAGLE AND CHERYL NAGLE, 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

*[Handwritten Signature]*  
CHERYL NAGLE

*[Handwritten Signature]*  
JOHN P NAGLE

IN WITNESS WHEREOF, Mortgagee has executed this Agreement JANUARY 19, 2010.

5. Mortgagee 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.