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Doc#: 1017544206 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/24/2010 02:19 PM Pg: 1 of 5

WHEN RECORDED MAIL TO AMERICAN GENERAL FINANCE 4617 S. ASHIAND AJE, Chicago, FL 60609

[Space Above This Line For Recording Data] LOAN MODIFICATION AGREEMENT (For Modifying Home Equity Line of Credit Accounts) This Loan Modification Agreement ("Agreement"), made and effective this _ 2010 _, by and between _ Carmen & Maria Pantoja ("Borrower") and American General Financial Services ("Lender"), and diffies, amends, and supplements (to the extent this Agreement is inconsistent with the terms of the Note): (1) the Home Equity Line of Credit Agreement ("Note"), dated the _____ 17 ___ day of _____ February (2) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument") dated the February day of 2000 _, and recorded AS DOOT MENT # 00128745 at the Recorder Of Deeds 070-00867 (Rev. 1-10) Heloc Modification Agreement

1017544206 Page: 2 of 5

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Records of		Cook county of Illing	ois	which carry it
personal prope	erty described in the	Security Instrument and	defined therein	as the "Property", in the original
maximum prin	cipal amount of U.S.	\$	89,002.00	, located at:
		60629 with Pin # 19-1		
		(Property Ad	dress)	,
If this Agreem	ent is to be recorded, t	the real property describ	ed is set forth as	follows:
	9	LEGAL DESCR	IPTION	
LOT 31 IN BL SOUTHWEST THIRD PRINC	OCK 4 IN ECLP.HA ' ¼ OF THE NORT' CIPAL MERIDIAN,	ART, ROBINSON AN 1E/ST ¼ OF SECTIO IN COOK COUNTY,	D GOODS SUB N 14, TOWNSF ILLINOIS.	DIVISION OF THE EAST ½ OF THE HIP 38 NORTH, RANGE 13, EAST OF THE
Terms not defin	ed in this Agreement	are as defined in the No	te and/o-Com	
As of the date of	this Agreement the F	Principal Roles:	ee and/or Security	y Agreement.
\$ 80,890	1.69 In consid	tuicipai Balance pay, ble	under the Note a	and the Security Instrument is U.S.
and Lender (togs	other the 450 class	eration of the mutual pr	chrises and agree	ments contained herein, Borrower
or Sommit I	enter the Parties") ag	ree as follows (notwiths	tanding anything	to the contrary contained in the Note
or Security Instru			()	
interest	AL PERCENTAGE	RATE. Borrower pro	omises to pay the	Principal Balance, plus
ANNUA	AL PERCENTAGE	RATE ("APR") of	alance will begi	in to accrue interest at the
the Not	e and assuming that	t all minimum manda	g no additional	sums are idvinced under
my pag Perce	yment schedule i	neluding my mini	y payments are	made in fall ara on time,
		ed on the current princ	ipal balance, wi	Il be:
Months	Annual Percentage Rate	APR Change Date	Minimum Monthly	Monthly Payment Begins On
1 - 60	2.00%	(Date of Agreement) 03/17/2010	Payment* \$ 437.71	04-13-2010
- until payment in full	5.00%	03-13-2015	\$ 527.53	Beginning the month, on the same day of the month as the first payment under this

1017544206 Page: 3 of 5

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Minimum monthly payments will be paid until the Principal Balance and accrued interest are paid in full.

2. REPAYMENT TERM.

The assumed repayment term of the Note (and Security Instrument) is _____ 221 ___ months from the date of the Agreement.

- 3. Mirin um monthly payments will continue to be calculated in the manner set forth in the Note. Borrower must pay the minimum monthly payment shown on each monthly statement by the payment dive date.
- 4. Place of Fay: 10 at. Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
- 5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a ben fic at interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 day, from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may incode any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- 6. Borrower also will comply with all other covenaris, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions of the Note and Security Instrument are forever canceled, null and void, as of the date of this Agreement:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the blote or Security Instrument and that contains any such terms and provisions as those referred to in (2) clove.

7. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

1017544206 Page: 4 of 5

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- Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or (c) Security Instrument.
- Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole (d) or in part of the Note and Security Instrument.
- Borrower agrees to make and execute such other documents or papers as may be necessary or (e) required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

This modification agreement modifies the Note and Security Instrument referenced above as expressly provided herein. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Perrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by thir A greement.

In Witness Whereof, Lender and Bo rower have executed this Agreement.
American O. 171 March 1911
Name of Lender Borrower Borrower
By1 () () () () () () () () () (
Borrower Sange(Sbell) 3-17-10
March 17 2010 - N hair 1 / 10/200 3/17/10
Witness Signature Date Date Date Date Date
40 _*
Prepared by:
O/Z
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
2,1

1017544206 Page: 5 of 5

## **UNOFFICIAL COPY**

STATE OF ILLINOIS, County of SS.	
I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify the CARMEN PANTOJA & MARIA PANTOJA	hat
be the same person(s) subscribed to the farming the personally known to me	<del>-</del>
be the same person(s) subscribed to the foregoing instrument appeared before me this day in person a acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary a for the uses and purposes therein set forth, including all release and waiver of the right of homestead.	nd ct,
Given under my hand and official seal this 17th day of MARCH, A.D., 2010	
Notary Public Notary Public	
My commission expires:  State of Illinois  Maria G. Velasco Notary Public  My Commission Expires 6/25/2011	
T	
Of County Class	
· Q/4,	