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Doc#: 1031939004 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 11/15/2010 09:22 AM Pg: 1 of 3

Prepared By: Tracey McMerran, P.O. Box 4178, Rock Island, IL 61201 309-794-1900

Return To: AMERICAN BANK & TRUST CO. N.A. 1600 4th Ave. Rock Island, IL 61201 (309)-794-1900 Servicer Loan Number: 183005998

LOAN MODIFICATION/EXTENSION AGREEMENT

This Loan Modification Agreement, is effective SEFTEMBER 1, 2010 between

JESUS ESCOBAR AND ROCIO ESCOBAR, HUSBAND AND WIFE ("Borrowers") and

American Bank and Trust Company. N.A. ("Lender") amends and supplements (1) the Note

made by the Borrower, dated AUGUST 31, 2009 in the original principal sum of

U.S. \$173,500.00 and (2) the Mortgage, recorded on SEPTEMBER 29TH, 2009 as Document

U.S. \$173,500.00 and (2) the Mortgage, recorded on COOK CGU-TY, ILLINOIS. The

Number 0927226205 & PIN# 13-16-320-011-0000, in COOK CGU-TY, ILLINOIS. The

Note bearing the same date as, and secured by the Security Instrument as the "Property", located,

5227 W. WARNER AVE, CHICAGO ILLINOIS 60641 the real property being described as

follows:

LOT 30 IN THE RESUBDIVISION OF BLOCK 5 AND 6 IN GARDNER'S FOURTH ADDITION TO MONTROSE, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH 1/2 OF LOT 8 IN THE SCHOOL TRUSTEE'S SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Borrower has requested the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower Lender hereby agrees to modify the terms of the Note and Security Instrument as follows:

S <u>y</u> P <u>3</u> S <u>N</u> M <u>N</u> SC y

INT M

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- 1. The Borrower (s) is/are the owner occupants of the property.
- As of <u>SEPTEMBER 1, 2010</u> payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U. S. <u>\$171,900.45</u>
- 3. The Borrower(s) promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.50% beginning SEPTEMBER 1, 2010. The borrower(s) promises to make monthly payments of principal and interest of U.S \$ 1213.14 beginning on 1st day of OC1 BER 1, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on NOVEMBER 1, 2011 the Borrower(s) still owes amounts due under the Note and Security instrument as amended by this Modification, the Borrower(s) will pay these amounts in full on the Maturity Date. The Forrower(s) will make such payments at: American Bank & Trust Company N.A., P.C. Fox 4178, Rock Island, IL 61204-4178
- 4. Borrower(s) will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
- 5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification

(To be signed by all Borrowers, Endorses, Guarantors, Sureties, and other parties signing the Note.)

10-27-10 Date	GESUS ESCOBAR	Borrower
16-27-10 Date	ROCIO ESCOBAR	Borrower

FOR AMERICAN BANK & TRUST CO., NA

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STATE OF ILLINOIS, COOK COUNTY SS:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify the JESUS ESCOBAR AND ROCIO ESCOBAR 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.

Given under my hand and official seal, this

day of

"OFFICIAL SEAL" MALGORZATA KORZENIEWSKA Notary Public, State of Ill.nois ly Commission Expires Sept. 15, 2013 · County Clark's Office

Commission No. 628384