3H-0110

1129446047 Fee: \$38.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 10/21/2011 01:51 PM Pg: 1 of 2

PREPARED BY/MAIL TO: AJ SMITH FSB 14757 S CICERO AVE MIDLOTHIAN, IL 60445

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## LOAN MODIFICATION AGREEMENT

This is a Loan Modification Agreement ("Agreement") dated as of September 20, 2011 by and between A.J. SMITH FEDERAL SAVINGS BANK ("M, rt, agee") and MARK W. CLEMENS AND JUDITH A. CLEMENS-HIS WIFE ("Mortgagor").

Mortgagee has heretofore made cloan to Mortgagor in the original principal sum of One Hundred Sixteen Thousand and xx/100(\$116,000.00) Mortgagor's obligation to repay said loan is evidenced by a promissory note dated February 27, 2003 ("Note") and is secured by a mortgage ("Mortgage") Lard February 27, 2003 and recorded on March 14, 2003 in the Recorder's Office of Cook County Illinois as Document No. #0003035703( mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in Cool. County, Illinois and legally described as:

LOT 33 IN MEADOWS PARK ESTATES PHASE ONE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, OUNTY CLOTH'S ILLINOIS.

P.I.N. #27-23-207-015-0000

ADDRESS: 16219 BORMET DR., TINLEY PARK, ILLINOIS 60477

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

Mortgagor has asked Mortgagee to reduce the rate of the Note and Mortgage and Mortgagee is willing to reduce the rate 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:

- The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at 1. the rate of 3.25% per annum.
- Commencing NOVEMBER 1, 2011 and on the FIRST day of each successive month thereafter until the maturity 2. date set forth below, Mortgagor shall pay monthly principal and interest in the amount of Seven Hundred Four and 08/100(\$704.08).
- Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued 3. interest and other charges, shall be due and payable on April 1, 2023(the "Maturity Date").

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- None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and 4. 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.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement September 20, 2011

Mah W. Clemnos

MARK W. CLEMENS

JUDITH A. CLEMENS

State of Illinois, County of Cook

I, the undersigned, a Notary Public in anc for said county and state do hereby certify that MARK W. CLEMENS AND JUDITH A. CLEMENS, 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 acknowledge I tr at 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 seat September 20, 2011.

"OFFICIAL SEAL" **DOROTHY MICHALARIAS** Notary Public, State of Illinois My Commission Expires 04/17/2014

My Commission Expires:

IN WITNESS WHEREOF, Mortgagee has executed this Agreement September 20, 20, 1.

A.J. SMITH FEDERAL SAVI VGS BANK

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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 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 September 20, 2011.

"OFFICIAL SEAL" **DOROTHY MICHALARIAS** 

My Commission Explyes: Notary Public, State of Illinois My Commission Expires 04/17/2014

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