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This document was prepared by: Liberty Bank for Savings 7111 West Foster Avenue Chicago, IL 60656-1988 V. Barbias



Doc#: 1206813001 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/08/2012 08:17 AM Pg: 1 of 3

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Loan Numbers: 1028319574

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (tie "Modification"), is effective February 21, 2012 between MARCOS M ALVAREZ and MARINA ALVAREZ, (Borrower) and LIBERTY BANK FOR SAVINGS (the "Lender"), and amends and supplements: the Note made by the Borrowers, dated February 25, 2002, in the original principal sum of U. S. \$150,000.00; and, the Mortgage recorded March 11, 2002 as Document No. 0020272582 in Cook County, State of Illinois (collectively, the "Loan" and sometimes referred to herein as the "Mortgage"). The Mortgage, which was entered into as security for the payment of the Note, encumbers the real and personal property described in the Mortgage (and defined in the Mortgage as the "Property"), which is described as follows:

LEGAL DESCRIPTION

Lot 24 in Block 4 in Hartley's Addition to Pennock, being a subdivision of the east ½ of the southwest ¼ of the Northeast ¼ of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. SOM CO

Property Index Number: 13-34-227-036-0000

Property Address: 4244 West Armitage Ave., Chicago, II 60639

Terms and Conditions of Modification

The Borrower has requested that the Lender modify the terms of the Loan. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Loan for the following reasons. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Mortgage.

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Borrowers acknowledge that this Modification contains provisions allowing for changes in the monthly payment.

- 1. The current interest rate will be modified from 8.000% to 6.250%
- 2. To adjust the principal balance due to a principal reduction from \$102,157.07 to \$100,000.00.
- 3. To amortize the reduced principal loan balance of \$100,000.00 over 25 years at the modified interest rate of 6.250%, adjusting the Principal and Interest payment from \$1,157.72 to \$659.67 cormencing with the March 1, 2012 payment due date.
- 4. The maturity date of the Note and Mortgage will be extended to February 1, 2022.

WHEREAS, the parties desire to restate the modified terms of said loan so that there be no misunderstanding:

THEREFORE, in consideration of the sum of \$10,00 and other good and valuable consideration, Borrowers and Lender agree as follows:

That as of the date of the Modification, the unpaid principal balance of indebtedness is \$100,000.00, all of which borrower promises to pay with interest at 5.250% per annum until paid in full and that the same shall be payable in monthly installments of \$65° 67 beginning with the March 1, 2012 payment due date, to be applied as provided in the Note and Mortgage identified above, plus a sum estimated to be sufficient to discharge tax and insurance obligations (which estimated sum may be adjusted as necessary). Such morthly installments shall continue until the entire indebtedness evidenced by the Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on February 1, 2022.

Except to the extent that they are modified by this Modification, the Borrowers will comply with all of the covenants, agreements, and requirements of the Note and the Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrowers are obligated to make under the Mortgage.

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Nothing in this Modification shall be understood to be a satisfaction or release in whole or in part of the Note and Mortgage. Except as otherwise specifically provided in this Modification, the Note and Mortgage will remain unchanged and in full effect, and the Borrowers and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

| LIBERTY BANK FOR SAVINGS: | | | |
|---|--------------------------|----|---|
| By: Valentina Barbias, Vice Presid | ent | | |
| BORROWER | 0 | | |
| MARCOS M ALVAREZ | lung C | | |
| Marina alvarez | - 04/1 | Ž- | |
| STATE OF ILLINOIS; COUNTY OF <u>Cook</u> | - | C | |
| This instrument was acknowledged Alvarez and Marina Alvarez. Notary Public | d before me on <u>fe</u> | | 2012, by Marcos M. |
| Mail recorded document to: LIBERTY BANK FOR SAVINGS | | | TCIA LARA LIC - STATE OF ILLINOIS RION EXPIRES:05/19/15 |
| 7111 W FOSTER AVE | | | |

CHICAGO, IL 60656