

Doc#: 1222246103 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/09/2012 11:17 AM Pg: 1 of 2

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

0020783122

LOAN MODIFICATION AGREEMENT

This is a Loan Modification Agreement ("Agreement") dated as of July 17, 2012 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and ANTHONY G. MILLER-DIVORCED NOT SINCE REMARRIED ("Mortgagor").

Mortgagee has heretofore made a local to Mortgagor in the original principal sum of One Hundred Thousand and xx/100(\$100,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note dated July 31, 2009("Note") and is secured by a mortgage ("Mortgage") dated July 31, 2009 and recorded on August 12, 2009 in the Recorder's Office of Cook County Illinois as Document No. 0922441059 and modified on October 6, 2010 as Document No. 1027908418 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 11 IN BLOCK 23 IN MANUS MIDLOTHIAN PARK, A SU3DIVISION OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIODIN, IN COOK COUNTY, ILLINOIS.

P.I.N. #28-10-215-023-0000

ADDRESS: 14550 S. KOLIN AVE., MIDLOTHIAN, ILLINOIS 60445

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 3.00 % per annum.
- 2. Commencing September 1, 2012 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 Seven Hundred Eight and 51/100(\$708.51).
- 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 August 1, 2024(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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UNOFFICIAL COPY

5. 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 July 17, 2012

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State of Illinois, County of Cock

I, the undersigned, a Notary Public in and for said county and state do hereby certify that ANTHONY G. MILLER personally known to me to be the same person(s), whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE sign(d on? delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand at d efficial seal July 17, 2012

"OFFICIAL SEAL"
DOROTHY MICHALARIAS

Notary Public, State of Illine is My Commission Expires 04/17/2014

My Commission Expires:

IN WITNESS WHEREOF, Mortgagee has executed this Agreement July 17, 2012

A.J. SMITH FEDERAL SAVINGS BANK

BY Danne in a mul

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that, DONNA NANUEL, 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 July 17, 2012.

"OFFICIAL SEAL" DOROTHY MICHALARIAS

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

My Commission Expires: