## **UNOFFICIAL COPY**



Doc#: 1227646092 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 10/02/2012 10:50 AM Pg: 1 of 2

PREPARED BY/MAIL TO: AJ SMITH FSB 14757 S CICERO AVE

MIDLOTHIAN, IL 60445

0020783726



This is a Loan Modification Agreement ("Agreement") dated as of August 21, 2012 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and STEVEN S. BARSCH ANS LISA M. BARSCH-HIS WIFE ("Mortgagor").

Mortgagee has heretofore move a loan to Mortgagor in the original principal sum of Two Hundred Ninety Thousand and xx/100(\$290,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note dated March 22, 2010("Note") and is secured by a mortgage ("Mortgage") dated March 22, 2010 and recorded on April 6, 2010 in the Recorder's Office of Cook County Illinois as Document No. 1009612111, modified on November 16, 2010 and recorded on December 17, 2010 as Document No. 1035108512 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in Cook County, Illinois and legally described cs:

LOT 26 IN BLOCK 5 IN O. RUETER AND COMPANY'S MORCAN PARK MANOR A SUBDIVISION OF THE NORTHEAST '4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THURP PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. #24-13-231-006-0000

ADDRESS: 10623 S. MAPLEWOOD AVE., CHICAGO, ILLINOIS 60655

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

167

Mortgagor has asked Mortgagee to reduce the rate and change the maturity date of the Note and Mortgagee 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 3.25 % per annum.
- 2. Commencing October 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 One Thousand Five Hundred Twenty Six and 05/100(\$1,526.05).
- 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 September 1, 2032(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.

3

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 August 21, 2012

Stevens. BARSCH

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said county and state do hereby certify that STEVEN S. BARSCH AND LISA M. BARSCH personally known to me to be the came 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  $o_{ss}^{pr}$   $\sigma$  id seal August 21, 2012

"OFFICIAL SEAL"

DOROTHY MICHALARIAS

Notary Public, State of Illinois

My Commission Expires 64/17/2015

slowy Wickelows

My Commission Expires:

IN WITNESS WHEREOF, Mortgagee has executed this Agreement Augus. 21, 2012

A.J. SMITH FEDE LAV SAVINGS BANK

BY: Dong y manual VI

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. W. NUEL, 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 August 21, 2012

"OFFICIAL SEAL" DOROTHY MICHALARIAS

My Commission Expires: Notary Pt

Notary Public, State of Illinois My Commission Expires 04/17/201