Prepared by: Michael L. Riddle Middleberg, Riddle & Gianna 717 N. Harwood, Suite 2400 Dallas, TX 75201 Recording Requested By and Return To: QUICKF' I DANS INC. SERVICING CLIENT SOLUTIONS TEAM 1050 WOODWARD AVE. DETROIT, MI 45226 Permanent Index Number:

[Space Above This Line For Recording Data] \_

Loan No: 3308923173

Borrower: DEMOSTHENES TANTALIDIS

Data ID: 548

Original Principal Amount: \$279,817.00

#### LOAN MODIFICATION AGREEMENT (Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of February, 2013, between DEMOSTHENES TANTALIDIS , whose address is 4021 N. KIMBALL AVENUE, CHICAGO, ILLINOIS 60618 ("Borrower") and QUICKEN LCANG INC., Authorized Agent for CHARLES SCHWAB BANK, 1050 WOODWARD AVE., DETROIT, M. 48226 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated September 15, 2007 and recorded in Instrument Number 0727506100 on 10/02/2007 of the Official Records of the County Recorder's or Clerk's Office of COOK COUNTY, ILLINOIS and (2) the adjustable rate note (the "Note"), bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at: PIS OFFICE 4021 N. KIMBALL AVENUE, CHICAGO, ILIANOIS 60618

[Property Address]

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Modified by Middleberg, Riddle & Gianna Form 3161 06/06 (rev. 06/12) (Page 1 of 7 Pages)

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the real property described being set forth as follows:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF Locally known as: 4021 N. KIMBALL AVENUE, CHICAGO, ILLINOIS 60618

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of March 1, 2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$301,923.36, consisting of the unpaid amount(s) loaned to Bor over by Lender plus any interest and other amounts capitalized.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Beginning March 1, 2013 interest will be charged on the Unpaid Principal Balance at the rates shown below for the respective time periods specified. Borrower promises to make monthly payments beginning on April 1, 2013 and continuing as shown below beginning on each payment due date as indicated.

| Years | Interest<br>Rate | Interest<br>Rate<br>Change<br>Date | Monthly<br>Principal<br>and Interest<br>Payment<br>Amount | Payment<br>Begins<br>On | Number of<br>Monthly<br>Payments |
|-------|------------------|------------------------------------|---|-------------------------|----------------------------------|
| 1-3   | 1.250%           | 03/01/13                           | \$1,189.29  | 04/01/13                | 36                               |
|       |                  |                                    | OUNTY C   | 975                     |                                  |

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AFTER EXPIRATION OF THE ABOVE TIME PERIOD, THE INTEREST RATE MAY CHANGE IN ACCORDANCE WITH THE PROVISIONS IN THE NOTE. THE FIRST SUCH INTEREST RATE CHANGE MAY OCCUR ON March 1, 2016.

PAYMENTS WILL BE CALCULATED ACCORDING TO THE PROVISIONS SPECIFIED IN THE NOTE BEGINNING WITH THE PAYMENT DUE ON April 1, 2016, AND ALL REMAINING PAYMENTS DUE THEREAFTER.

All terms and provisions in the Loan Agreement providing for or relating to any change or adjustment in the rate of interest or in the payment amounts remain in full force and effect except as modified herein.

Whenever the monthly payment amount changes, Lender will notify Borrower of the new payment amount prior to the date it first becomes due.

Borrov or will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on October 1, 2037, which is the present or extended Magnerity Date.

- 3. If on the Maturity Pate, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

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5. Borrower understands and agrees that:
(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
(c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

or Security Instrument.

or Security Instrument.

(d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower. Tate of Column Clarks Office the Borrower.

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|--|--|
| Loan No: 3308923173  | Data ID: 548                                   |
| - Borrower Ackne   | owledgment -                                   |
| STATE OF ILLINOIS § COUNTY OF COOK §   |  |
| The foregoing instrument was acknowledged before in 2013, by DEMOSTRICINES TANTALIDIS  My commission expires: My Lst, Zold | Notary Public  Martin Patterson (Printed Name) |
|  |  |

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| Loan No: 3308923173  | Data ID: 548  |
|--|---|
| Lend   | der: QUICKEN LOANS INC., Authorized Agent for CHARLES SCHWAB BANK |
|  | By: By Cory BAINGRIDGE  |
|  | Its: Loss MITIGATION OFFICER                                      |
|  | (Printed Name and Title)  |
| Date   | e of Lender's Signature: 3/8/2013                                 |
| STATE OF MICHIGAN<br>COUNTY OF WAYNE   | er Acknowledgment -<br>§<br>§                                     |
| The foregain; instrument was acknowled by hard from the constant of the consta | QUICKEN LOANS INC., Authorized Agent for                          |
| O <sub>j</sub> c<br>C  | March lear Public   |
| My commission expires:   | Mana B) Ca (Printed Name)   |
|  | 0,  |
| Maria Bleau Notary Public of Michigan Wayne County Expires 07/21/2017 Acting in the County of  | County Clarks   |
|  | T'S OFFICE  |

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Loan No: 3308923173

Borrower: **DEMOSTHENES TANTALIDIS** 

Property Address: 4021 N. KIMBALL AVENUE, CHICAGO, ILLINOIS 60618

LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: UNIT 4021 IN KIMBALL MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING REAL ESTATE: LOTS 1 AND 2 AND THE WEST 15 FEET OF LOT 3 IN BLOCK 8 IN CONDON'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SUKVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00125816, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN 14'E COMMON ELEMENTS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-1 AND P-4 LIMITED COMMON ELLMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS Coot County Clert's Office DOCUMENT NUMBER 0012/695.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
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