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



Doc#: 1326945036 Fee: \$44.25 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough Cook County Recorder of Deeds

Date: 09/26/2013 11:01 AM Pg: 1 of 3

Loan Number: 1067 v01402

HOME EQUITY LINE OF CREDIT MORTGAGE MODIFICATION AGREEMENT

This Loan Modification Agreement ("Nodification"), is effective August 29, 2013, between VICTOR AYALA,, ("Borrower") and Liberty Bank for Savings ("Lender"), and amends and supplements (1) the Equity Line of Credit Agreement made by the Borrower, dated March 24, 2008, Line of Credit in the principal sum of U. S. \$300,000.00, and (2) the Home Equity Line of Credit Mortgage to Secure Debt (the "Security Instrument"), recorded on April 4, 2008, as Document No. 0809508091 in Cook County, State of Illinois. The Security Instrument, which was entered into as security for the performance of the Equity Line of Credit Agreement, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located in Cook County 1610 S Halsted Ave., Unit 505 Chicago, Illinois 60608. That real property is described as follows:

PARCEL 1: Lot 505 in the University Crossing Lofts Condominium, 2s de lineated on a survey of the following described tract of land: Lots 21, 22,23,24 and 25 in Kaylor's Subdivision of the East 2 chains of the North 10 chains of the southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 0625517077; together with its undivided percentage interest in the common elements in Cook County, Illinois.

PARCEL 2: The Exclusive right to the use of parking space P-29 as limited common elements r, delineated on a Survey attached to the Declaration aforesaid recorded as document 0625517077.

Property Index Number: 17-20-406-046-1029

The Borrower has requested that the Lender modify the terms of the Equity Line of Credit Agreement and Security Instrument. 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 Equity Line of Credit Agreement and Security Instrument for one or more of the following reasons. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Equity Line of Credit Agreement and Security Instrument.

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- a) To modify the current Mortgage and Equity Line of Credit Agreement to a 30 year Fixed Rate Mortgage with a Five (5) year balloon feature.
- b) To modify the current interest rate from 6.000% to 4.50%.
- c) To modify the maturity date of said Mortgage from March 10, 2023 to August 25, 2018.

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, Borrower and Lender agree as falle ws:

That as of the date of the Modification, the unpaid principal balance of indebtedness is \$286,497.75, all of which borrower promises to pay with interest at 4.500% per annum until paid in full and that the same shall be payable in monthly installments of \$1,45...04 beginning on the 25th day of September, 2013, to be applied as provided in the Equity Line of Credit Agreement and Security Instrument identified above. A late charge on the portion of any payment not made within 10 days after it is due equal to 5% of the payment or \$10.00, whichever is greater will be due.

Monthly installments shall continue until the en are indebtedness evidenced by the Equity Line of Credit Agreement is fully paid, except that any remaining indebted as, if not sooner paid, shall be due and payable on August 25, 2018.

Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Equity Line of Credit Agreement, and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments that Borrower is obligated to make under the Security Instrument.

Nothing in this Modification shall be understood to be a satisfaction or release as whole or in part of the Equity Line of Credit Agreement and Security Instrument. Except as otherwise specifically provided in this Modification, the Equity Line of Credit Agreement and Security Instrument will remain unchanged and in full effect, and the Borrower 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

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VICTOR AYALA

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ACKNOWLEDGMENT

State of Illinois:

County of Drage

This instrument was acknowledged before the this 5^{7k} day of Sertenber 2013 by VICTOR AYALA.

Notary Public

OFFICIAL SEAL
JOHN T BRISLEN
NOTARY PUPLIC - STATE OF ILLINOIS

Record and Return to:

LIBERTY BANK FOR SAVINGS 7111 W Foster Avenue Chicago, Illinois 60656

- T. Bish