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Doc#: 1328445019 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/11/2013 09:22 AM Pg: 1 of 3

Prepared By: Melissa Leonard 1600 4th Avenue, Rock Island, IL 61201 309-732-5106

Return To:
AMERICAN BANK & TRUST CO. N A Servicer Loan Number: 733509148-100
1600 4th Ave.
Rock Island, IL 61201
(309)-794-1900

LOAN MODIFICATION/EXTENSION AGREEMENT

This Loan Modification Agreement, is effective SEPTEMBER 16, 2013 between DARIUS A. POVILATIS AND SUSAN C POVILAITIS, Husband and Wife, ("Borrowers") and American Bank and Trust Company, N.A. ("Lender") amends and supplements (1) the Note made by the Borrower, dated SEPTEMBER 23, 2008 in the original principal sum of U.S. \$240,500.00 and (2) the Mortgage, recorded on OCTOBER 17, 2008 as Document Number 0829154998, COOK County in Illinois. The Note, bearing the same date as, and secured by the Security Instrument as the "Property", located at, 317 N. KENILWORTH AVE. OAK PARK, IL 60302 the real property being described as follows:

PIN: 16-07-103-024-0000 VOL. 141 AND 16-07-103-041-0000 VOL. 141

THE SOUTH 9 FEET OF THE NORTH 89 FEET OF LOT 5 (EXCEPT THE WEST 43 FEET THEREOF) AND LOT 5 (EXCEPT THE NORTH 89 FEET THEREOF AND EXCEPT THE WEST 43 FEET THEREOF) AND THE NORTH 32 FEET OF LOT 6 (EXCEPT THE WEST 43 FEET THEREOF) ALL IN BLOCK 2 IN KETTLESTRINGS ADDITION TO HARLEM, BEING A SUBDIVISION OF THE NORTH PART OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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The Borrower has requested the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower Lender hereby agrees to modify the terms of the Note and Security Instrument as follows:

1. The Borrower (s) is/are the owner and utilizing as PRIMARY RESIDENCE.
2. As of **SEPTEMBER 16, 2013** payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U. S. **\$222,736.98**.
3. The Borrower(s) promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.24%** beginning **September 28, 2013**. The borrower(s) promises to make monthly payments of **\$1,480.96** beginning on **September 28, 2013** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 28, 2018** the Borrower(s) still owes amounts due under the Note and Security instrument as amended by this Modification, the Borrower(s) will pay these amounts in full on the Maturity Date. The Borrower(s) will make such payments via paper bills.
4. Borrower(s) will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. A modification fee of \$35.00 and a recording fee of \$52.00 are due at signing. The September 26 payment will be due in the amount of \$1,480.96. **Total amount due is \$1,567.96.**

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(To be signed by all Borrowers, Endorses, Guarantors, Sureties, and other parties signing the Note.)

9-18-13 [Signature] (Seal)
Date DARIUS A POVILAITIS Borrower

9-18-13 [Signature] (Seal)
DATE SUSAN C POVILAITIS** Mortgagor

**SUSAN C POVILAITIS IS SIGNING TO ACKNOWLEDGE WAIVING OF HOMESTEAD RIGHTS.

STATE OF ILLINOIS, COOK COUNTY SS:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that **DARIUS A POVILAITIS AND SUSAN C POVILAITIS** personally known to me to be the same 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 official seal, this 18th day of September, 2013.

[Signature]
NOTARY

