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Servicer Loan #0023842172 Investor Loan #505213702

CHICAGO TITLE LAND THUST COMPANY
AS SUCCESSOR THUSTEE TO #

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23rd day of September, 2013, between FIRST BANK AND TRUST COMPANY OF ILLINOIS, as TRUSTEE under Trust Agreement dated October 9, 2001 and known as Trust Number 102468 ("Borrower") and VIRTUAL BANK ("Lender"), amends and supplements (1) the Mortgage, De.a. of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, Payable to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") acting solely as NOMINEE for LYDIAN MORTGAGE a DIVISION of LYDIAN PRIVATE BANK dated August 8, 2007 and recorded on August 31, 2007 as Document No. 0724305231, in the Office of the Cook County Recorder of Deeds, Illinois, and as igned from MERS to VIRTUAL BANK by Assignment dated August 16, 2010, and recorded on September 15, 2010 as Document No. 1025835031, and (2) 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

1108 Woodbury Lane, Unit B-1, Wreeling, Illinois 60090, (Property Address)

the real property described being set forth as follows:

See Exhibit "A"

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

- 1. As of October 1, 2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$243,356.32, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. \$73,006.90 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$170,349.42. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.000%, from September I, 2013. Borrower promises to make monthly payments of principal and interest of U.S. \$711.96, beginning on the 1st day of November, 2013, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon are paid in full. The yearly rate of 4.000% will remain in effect until the Interest Bearing Principal Balance and all accrued interest are paid in full. If on October 1, 2053 (the new "Maturity Date"), 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.

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- 3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Agreement by the earliest of: (i) the date Borrower sells or transfers an interest in the property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 4. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the exercation of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- 5. Borrower also vill 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; however, the following terms and provisions are forever canceled, null and void, as c' the date specified in paragraph No. 1 above:
 - all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change of adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Adder dum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agree nent, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have our erwise been entitled; and
 - all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 6. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions containe; 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) 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.
 - (d) 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.

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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

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(e)

	Borrower.	I inure to the heirs, executors, administrators, and assigns of the
Vi Date of Le CHICAGO TITLE LAW	(Seal) -Lender A light of the seal of the	FIRST BANK AND TRUST COMPANY ILLINOIS, TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 9, 2001 AND KNOWN AS TRUST NUMBER 10-2468 and not personallyBorrower ESTHER M. KOWALSKI, INDIVIDUALLY AND AS BENEFICIARY UNDER TRUST AGREEMENT DATED OCTOBER 9, 2001 AND KNOWN AS TRUST NUMBER 10-2468Borrower This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undortaking or agreement of the Trustee in this instrument. OW This Line For Acknowledgments
STATE OF ILL	INOIS	SS:O
certify that ESTH subscribed to the delivered the said	IER M. KOWALSKI, person foregoing instrument, appeared instrument as his free and vo	, a Notary Public in and for said county and state, do hereby nally known to me (or satisfactority proven) be the same persons ed before me this day in person, and a knowledged that he signed and luntary act, for the uses and purposes therein act forth.
Notary Public	LA MEDINA	"OFFICIAL SEAL" SILVIA MEDINA Notary Public, State of Illinois My Commission Expires 06/26/2016

SEAL/STAMP

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that **Eva Higi**, Trust Officer of the **CHICAGO TITLE LAND TRUST COMPANY**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
SILVIA MEDINA
Notary Public, State of Illinois
My Commission Emires 06/26/2016

GIVEN under my hand and notarial seal, this 3rd day of October, 2013.

Notary Public

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NOTARY'S ACKNOWLEDGEMENT

Loan Modification ESTHER M KOWALSKI Loan# 0023842172

State Of New Jersey

County of Mercer

ober, 2013 before me,
Marianne Doroba, Vice F.,
Ose names are subscribed to u.
for the purposes herein contained.

About Motary Public for the s.

Jaclyn Christine Maley
Printed Name of Notary Public _day of October, 2013 before me, <u>Jaclyn Christine Maley</u>, the undersigned On this the -1 officer, persocial y appeared Marianne Doroba, Vice President known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

My Commission Expires

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EXHIBIT A

Legal (Per Deed):

Unit No. 1-4-15-L-B-1 together with a perpetual and exclusive easement in and to Garage Unit No. G-1-4-15-L-B-1 as delineated on a Plat Survey of a Parcel of Land being a part of the West 1/2 of the West 1/2 of Section 3, Township 42 North, Range 11, East of the Third Principal Meridian, lying North of the center line of McHenry Road, in Cook County, Illinois (hereinafter referred to as "Development Parcel"), a portion of which development parcel is described as being Lexington Commons Unit 1 Subdivision, being a Subdivision of part of the Northwest 1/4 of Section 3, aforesaid, according to the Plat thereof recorded July 28, 1978 as Document 24,557,904, which survey is attached as Exhibit A to Declaration of Condominium made by Central National Bank in Chicago, as Trustee under Trust Agreement dated September 30, 1977 and known as Trust Number 22718, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 11, 1978 as Document 24,759,090 as amended from time to time, together with a percentage of Common Elements appurtenant to said units as set forth in said Declaration as amended from time to time, which percentage shall automatically change in accordance with amended Declarations are filed of Record, in the percentages set forth in such amended Declaration which percentages shall automatically by deemed to be conveyed effective on the Recording of such amended Declaration as increded conveyed hereby.

Assessor's Parcel No: 03-03-105-054-1087