After Recording Return To: RUTH RUFF. P.C. Attn: Recording Department 2801 Woodside Street Dallas, Texas 7520 13 Ox Coc

Prepared By: RUTH RUHL, P.C. 2801 Woodside Street Dallas, TX 75204

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Loan No.: 3134368

LOAN MODIFICATION AGREEMENT

(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST DE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Agreement"), made this 28th day of August, 2013 between Syed Hussain a.k.a. Syed R. Hussain and Tasneem Hussain, husband and wife, whose address is 1891 Aspen Drive, Hanover Park, Illinois 60133 ("BorroweatCrantor") and Fidelity Bank, whose address is 100 E. English Street, Wichita, Kansas 67202-3706

("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated April 26th, 2004 and recorded in Book/Liber N/A Page N/A , Instrument No. 0414120075 , of the Official Records of Cook County, Illinois , 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 [891 Aspen Drive, Hanover Park, Illinois 60133

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the real property described being set forth as follows:

SITUATE IN THE STATE OF ILLINOIS, COUNTY OF COOK, VILLAGE OF HANOVER PARK, AND DESCRIBED AS FOLLOWS:

LOT 11 IN PASQUINELLI'S OAKWOOD LANDINGS NORTH BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HANOVER PARK, COOK COUNTY, ILLINOIS.

SUBJECT TO CONDITIONS AND COVENANTS OF RECORD.

TOGETHEP WITH THE TENEMENTS AND APPURTENANCES THEREUNTO BELONGING. PIN: 06--36--407--011

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. <u>Current Balance</u>. As of September 1st, 2013, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$108,967.94.
- 2. <u>Interest Rate.</u> B are wer promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.000%, beginning August 1st, 2013, both before and after any default described in the Note. The yearly rate of 4.000% will remain in effect until principal and interest is paid in full.
- 3. Monthly Payments and Maturity Cate. Borrower promises to make monthly payments of principal and interest of U.S. \$455.42, beginning on the 1st day of September, 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1st, 2053, (the "Maturity Date."), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 4. Place of Payment. Borrower must make the monthly payments at 100 E. English Street, Wichita, Kansas 67202-3706 or such other place as Lender may req tire.
- 5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no charges in the due dates or the amount of the monthly payments unless Lender agrees in writing to these changes.
- 6. <u>Property Transfer</u>. 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.

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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 given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 7. <u>Compliance with Covenants</u>. 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.
- 8. <u>Bankruptcy.</u> If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

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. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

<u>Fid</u> elity Bank	County
	september 23, 2013
-Lender	-Date
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	0,0
By: Gail Trenary	
lts: <u>Vice President</u>	

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LENDER ACKNOWLEDGMENT							
Kansas	_						
Sedgwick	§ §						
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			My Commis	ara Expires:_	4-24	<u>15</u>	
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Loan No.: 3134368 led44ussain (Seal) -Borrower Date (Seal) -Borrower Date (Seal) -Borrower Date (Seal) -Borrower BORPOWER ACKNOWLEDGMENT State of Illinois 8 8 8 County of Cook On this day of 2013 , before me, Louise Sung Voom [name of no ary] a Notary Public in and for said state, personally appeared Syed Hussain a.k.a. Syed R. Hussain and Tasnes Hussain [name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose there in stated. (Seal) Type or Print Name of Notary OFFICIAL SEAL LOUISE SUNG VOOM Notary Public, State of Notary Public - State of Illinois My Commission Expires Sap 17, 2015 My Commission Expires: