After Recording Return To: RUTH RUHL. P.C. Attn: Recording Der atment 12700 Park Central Drive, Suite 850 Dallas, Texas 75251

Prepared By:
RUTH RUHL, P.C.
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

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Loan No.: 190141135

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 25th day of March, 2014, between Mary Summers, whose address is 15545 S Ridgeway Avenue, Markham, Illinois 60-26 ("Forro ver/Grantor")

and Fidelity Bank, whose address is 100 E. English Street, Wichita, Kansas 67202-3706

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and 'in ely Payment Rewards Rider, if any, dated July 2nd, 2002 and recorded in Book/Liber N/A, Page N/A, Instrument No. 0723418032, 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 15545 S Ridgeway Avenue, Markham, Illinois 60426

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the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 Februar, 1st, 2014, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$52,130 42 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitant of.
- 2. \$15,654.13 of the New P incipal Balance shall be deferred ("the Deferred Principal Balance") and Borrower will not pay interest or make monthly pryments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to the "Interest Bearing Principal Balance" and this amount is \$36,526.29. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.625%, from January 1st, 2014. Borrower promises to make monthly payments of principal and interest of U.S. \$167.16, beginning on the 1st day of February, 2014, and continuin; the eafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued makes thereon have been paid in full. The yearly rate of 4.625% will remain in effect until the Interest Bearing Principal Princip
- 3. Borrower agrees to pay in full the Deferred Principal Paynce and any other amounts still owed under the Note and Security Instrument 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 Borrower makes a partial prepayment of Principal, Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to cone amounts due.
- 5. 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 Scounty 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 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 the Security Instrument without further notice c. d. mand on Borrower.
- 6. Borrower also will comply with all other covenants, agreements, and requirements of 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 Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or 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

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Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (b) 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.
 - 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 modifie 1 payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in fall force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the line, and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any the 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 instrument are expressly reserved by Lender.
- (c) Nothing in this A₁ rec ment 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 ir curred 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.
- (e) 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.
- 8. If applicable, by this paragraph, Lender is not ying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrew Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- 9. Borrower will pay to Lender on the day payments are for under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage is a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) provides for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if very, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of

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current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender

shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a curplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess function accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall make in accordance with RESPA, and Borrower shall pay to Lender the amount necessary to make up the chocage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in accordance with RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

RESPA, but in no more than 12 morathly resyments.

Upon payment in full of all suras secured by the Loan Documents, Lender shall promptly refund Borrower any Funds held by Lender.

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Loan No.: 190141135	Mirry Summers (Seal)
	Mary Summers —Borrower
Date	Name of the second
	(Seal)
Date	-Воггоwег
- - "	
	(Seal)
Date	-Borrower
	(g., p.
	(Seal) _Borrower
Date	
BOE GOWER AC	KNOWLEDGMENT
State of Illinois §	
State of Illinois § County of Cook §	
On this 30th day of APRIL - 20	, before me,
Timi L Tucker	, a Notary Public in and for said state,
personally appeared Mary Summers	0,
known to me to be the person who executed the within it	nstrument, and acl nowledged to me that he/she/they
executed the same for the purpose therein stated.	4
(Seal)	Lim & Sucker
	Notary Signature
	Type or Print Name of Notary
CEEDIN BEN 3	Notary Public, State of 1410
OFFICIAL SEAL TIMIL TUCKER NOTARY PUBLIC - STATE OF ALLMOIS MY COMMISSION EMPIRES ONDAYA	My Commission Expires: UL/3U/2UIL

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Loan No.: 1	90141135				
Fidelity Ba	nk	-Lender		-Date	
By:\$	Gail Towary Vice President	Dr. Coop			
LENDER ACKNOVLEDGMENT					
State of	Kansas	§ §			
0.	Sedgwick n this l day of J dsay Ast	•	, 2014 , before me,	eared	
_	Trenary Vice Pro	esident	750c		
known to r	ne to be the person who exe /they executed the same for	ecuted the within it the purpose there	instrument on behalf of said entity, and acknow ^l eaged in stated.	to me	
(Seal)	NOTAL STATE	SAY AST RY PUBLIC DF KANSAS D. <u>(6/3/16</u>	Notary Signature Lindsay Ast Type or Print Name of Notary Notary Public, State of Kansas My Commission Expires: 6/3/1/6		

ACKNOWLEDGMENT (ILLINOIS)

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EXHIBIT A

Lots 15, 16, 25 and 26 in Block 3 together vacated alley lying East of and adjoining Lots 15 and 16 and lying West and adjoining Lots 25 and 26, all in Croissant Park Markham Tenth Addition, being a subdivision of part of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 36 North, Range 13, North of the Indian Boundary Line, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 15545 South Ridgeway

Markham IL 60426

PIN: 28-14-311-015 28-14-311-016

28-14
2000 COOK COUNTY CLOTH'S OFFICE