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Doc#: 1523119154 Fee: \$42.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/19/2015 03:24 PM 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 1600 4th Ave.

Topo

Rock Island, IL 61201 (309)-794-1900

LOAN MODIFICATION/EXTENSION AGREEMENT

Servicer Loan Number: 753515400-100

This Loan Modification Agreement, is effective <u>June 10, 20 (5 between Gail Borthwick, a single person</u> ("Borrowers") and <u>American Bank and Trust Company. N.A. ("I ender")</u> amends and supplements (1) the Note made by the Borrower, dated <u>May 28, 2010</u> in the original principal sum of U.S. <u>\$17,200.00</u> and (2) the Mortgage, recorded on <u>July 8, 2010</u> as Document Number <u>1018949041</u>. <u>Cook County</u> in <u>Illinois</u>. The Note, bearing the same date as, and secured by the Security Instrument as the 'Property', located at, <u>300 North State</u>

Street Unit 4435, Chicago, Illinois 60654 the real property being described as follows:

SEE EXHIBIT A

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 a primary residence.
- 2. As of <u>June 10, 2015</u> payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$5,847.94.
- 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 5.99% beginning June 10, 2015. The borrower(s) promises to make monthly payments of \$202.51 beginning on June 10, 2015 and continuing thereafter on the same day of each succeeding month, until principal and interest are paid in full. If on June 10, 2020 the Borrower(s) still owes amounts due under the Note and Security instrument as amended by this Modification, the Borrower(s) will

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pay these amounts in full on the Maturity Date. The Borrower(s) will make payments via automatic payments.

- 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, a recording fee of \$52.00 and payment for June in the amount of \$202.51 is due at signing. Please remit check payable to American Bank & Trust Co. N.A. in the amount of \$289.51.

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

Date

Borrower

STATE OF TIMOUS, COUNTY SS:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby carrify that Gail Borthwick, a single person 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 day of May of May

MY COMMISSION EXPIRES 11-7-2015

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Exhibit A

PEN: 17-09-410-014-1768

PARCEL 1: UNIT NO. 4435 AS DELINEATED ON SURVEY OF LOT 1 AND LOT 2 OF HARPER'S RESUBDIVISION OF PART OF BLOUK I IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIND INVICIPAL MERIDIAN AND OF A PART OF BLOCK 1 IN XINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE UNITED PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILL IN'JS WHICH SURVEYS ARE ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2428692, TOGETHER WITH AN UNDIVIDED .0080% INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM O' VIN'TSHIP (EXCEPTING FROM SAID PROPERTY ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY STUATED IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FURT TIE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN DECLARATION OF CONDOMINIUM OWNERSH. PAPCRESAID RECORDED DECEMBER 15, 1977 AS DOCUMENT 24238692 AND AS CREATED BY DEED FROM LARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO KATHERINE J. STEWART RECORDED APPLL 10, 1978 AS DOCUMENT 24395281 FOR ACCESS, INGRESS AND EGRESS IN, OVER UPON, ACROSS AND THROUGH THE COMMON ELEMENTS AS DEFINED THEREIN.

PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFT. OF PARCEL 1 AFORESAID AS CREATED IN GRANTS AND RESERVATION OF EASEMENTS RECORDED DECEMBER 15 1977 AS DOCUMENT 24238691 AND SET FORTH IN DEED FROM MARINA CITY CORPORATION A CORPORATION OF ILLINOIS, TO KATHERINE J. STEWART RECORDED AFRIL 10, 1978 AS DOCUMENT 24395237 NOVER, UPON, ACROSS AND THROUGH LOBBIES, HALLWAYS, DRIVEWAYS, PASSAGEWAYS, STAIRS, CORPUTING, ELEVATORS AND ELEVATOR SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4 IN HARPER RESUBDIVISION AFORESAID DESIGNATED AS EXCLUSIVE EASEMENT AREAS" AND "COMMON EASEMENT AREAS" FOR INGRESS AND EGRESS AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, "INACES, CAISSONS, FOUNDATIONS, COLUMNS AND BUILDING CORES SITUATED ON LOTS 3 AND 4 AFORESAID, TOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS IN COOK COUNTY, ILLINOIS.