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Freddie Mac Loan #: 168570300

8/30/00 03 001 Page 1 of 2  
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Cook County Recorder 23.50



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5310 W. CERMAK RD.  
CICERO, IL 60804

01-00148875



**THOMAS J. TARTAGLIA**  
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St. Anthony Bank Building, 3rd Floor  
5310 W. Cermak Rd.  
Cicero, IL 60804

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS. ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Modification"), is effective August 17, 1999, between Gildardo Saucedo and Irma Saucedo ("Borrower") and St. Anthony Bank, A FSB ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated 03/17/98, in the original principal sum of U.S. \$61,000.00 and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on 3/19/98 as Document No. 98-215608 in Book or Liber \_\_\_\_\_, at page(s) \_\_\_\_\_ of the \_\_\_\_\_ Records of Cook [County and state, or other jurisdiction]. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at

5409 S. Sawyer Ave., Chicago, IL 60632

That real property is described as follows:

Lot 41 in Block 8 in Garfield Manor, being a subdivision of the southeast 1/4 of the southeast 1/4 of section 11, Township 38 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

Property Identification Numbers: 19-11-424-003

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower XX is \_\_\_\_\_ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$0.00, have been added to the indebtedness under the terms of the Note and Security Instrument. As of August 17, 1999, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$32,717.23
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of \_\_\_\_\_

6.75, beginning Sept 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$305.99, beginning on the 1st day of September, 1999, and continuing thereafter on the same day of each succeeding month. If on April 1, 2013 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at St. Anthony Bank, A FSB, 5310 W. Cermak Road or at such other place as the Lender may require.

- 4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 2. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.
- 5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the 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.
- 6. 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 and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
- 7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

[Check applicable box(es)]

1-4 Family Rider - Assignment of Rents

Modification due on transfer rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

Date 8-17-99 Borrower Gildardo Saucedo (Seal)

Date 8-17-99 Borrower Irma Saucedo (Seal)

Date \_\_\_\_\_ Borrower \_\_\_\_\_ (Seal)

Date \_\_\_\_\_ Borrower \_\_\_\_\_ (Seal)

Date \_\_\_\_\_ Lender Elizabeth Rangel Elizabeth Rangel

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]