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Cook County Recorder 27 50



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT / ADDITIONAL ADVANCE
ADJUSTABLE RATE NOTE

Loan Number: 0980902073

Modification Fee: \$750.00

Purpose of Modification:

TO MODIFY LOAN PROGRAM TO RESET INITIAL TERM ON AN ADJUSTABLE RATE NIV (3/1); TO MODIFY THE INTEREST RATE FROM 6.625% TO 7.000%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$544.26 TO \$678.31; TO MODIFY ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE OF \$17,610.79.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 20TH day of FEBRUARY, 2001 by and between Mid America Bank, fsb. of the County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank, and hereinafter referred to as ("MidAmerica") and GLENN FAHLSTROM, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 2221 N LISTER 2D CHICAGO, IL 60614 and legally described as follows:

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. # 14312050100000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of EIGHTY FIVE THOUSAND AND NO/100 Dollars (\$85,000.00) evidenced by a Adjustable Rate Note ("Note") and Mortgage both dated MARCH 17, 1999 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 99399731 and said Note and Mortgage are incorporated into and made a part of this Modification;

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WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note and Mortgage of said indebtedness;

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NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is Eighty Two Thousand Three Hundred Eighty Nine and 21/100 Dollars (\$82,389.21).

The Note and Mortgage dated March 17, 1999 shall be modified to provide for an additional advance of funds not to exceed the amount of Seventee Thousand Six Hundred Ten and 79/100 Dollars (\$17,610.79).

Mid America will fund an Additional Advance of Seventeen Thousand Six Hundred Ten and 79/100 Dollars (\$17,610.79) which shall increase the unpaid principal balance of said indebtedness to One Hundred Thousand Dollars (\$100,000.00).

The Borrowers do hereby amend and modify the Note and Mortgage described above by specifically amending Section 2 (Interest), Section 3 (Payments), and Section 4 (Interest Rate and Monthly Payment Changes) of the Note as follows:

As of February 1, 2001, the modified interest rate on the loan will be 7.000% until the next interest rate Change Date.

The adjustable interest rate may change on the first day of February 2004, and on that day every 12th month thereafter. Each date on which the adjustable rate could change is called a "Change Date". The interest rate the Borrowers are required to pay at the next Change Date will not be greater than 9.000% or less than 5.000%. Thereafter, Borrower interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest the Borrowers have been paying for the preceding twelve months. The Borrowers interest rate will never be greater than 13.000%. Calculation of changes in the interest rate shall be according to the terms of the Note.

The principal and interest payment based on the rate indicated above will be \$678.31. The Borrowers shall make the new modified payments on the first day of each month beginning on March 1, 2001.

It is agreed that all sums owed under the Note will be paid no later than April 1, 2029 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed April 1, 2029. To the extent the terms, conditions and provisions of this Modification differ from or are inconsistent with the Note, Mortgage or other Loan Documents executed by the Borrowers, the terms, conditions and provisions of this Modification shall control and govern.

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In all respects, said Note and Mortgage shall remain in full force and effect, and the undersigned promises to pay said indebtedness as herein stated and to perform all of the obligations of said Mortgage contract, as herein revised.

Executed, sealed and delivered this 20th day of February, 2001.

BORROWER(S)

By: Glenn Fahlstrom By: _____
GLENN FAHLSTROM

By: _____ By: _____

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

GLENN FAHLSTROM

whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature: _____

Name (Typed or Printed) _____

My Commission Expires: _____

LENDER:

MID AMERICA BANK, fsb.:

Karen Monza, VP

[Signature]

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that

Karen Monza, personally known to me to be the _____ Vice President of Mid America Bank, fsb., a national banking corporation and *Renee Rose*, the Asst. Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ Vice President and Asst. Secretary they signed and delivered the said instrument as the _____ Vice President and Asst. Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 1 DAY OF MARCH, 2004

[Signature]
Notary Public

My Commission Expires: 4/22/03

"OFFICIAL SEAL"
DAWN M. ROBERTSON
Notary Public, State of Illinois
My Commission Expires 4-22-2003



THIS INSTRUMENT PREPARED BY
Kenneth Koranda, President
Mid America Bank, fsb.
1823 Centre Point Circle, P.O. Box 3142
Naperville, Illinois 60566-7142

WHEN RECORDED RETURN TO:
Mid America Bank, fsb.
1823 Centre Point Circle
P.O. Box 3142
Naperville, Illinois 60566-7142



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007801817 DB
STREET ADDRESS: 2221 N. LISTER UNIT 2D
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 14-31-205-010-0000

LEGAL DESCRIPTION:

PARCEL 1:

UNIT NUMBER 2D IN JANNERY LOFT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 18 THROUGH 20 IN BLOCK 5 IN FULLERTON'S ADDITION TO CHICAGO, IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 99192692; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF GARAGE LIMITED COMMON ELEMENT FOR UNIT 2D, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 99192692

