### UNOFFICIAL COPY 23184

COOK COUNTY

RECORDER

EUGENE "GENE" MOORE

BRIDGEVIEW OFFICE

5343/8836 13 882 Page 1 of 3 2001-03-21 12:35:34 Cook County Recorder 25.58



### MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

Loan Number:

0663F12353

**Modification Fee:** 

\$950.00

#### **Purpose of Modification:**

TO MODIFY INTEREST RATE FROM 8.12% TO 6.625%; TO MODIFY THE PRINCIPAL AND INTEREST FROM \$784.33 TO \$803.15; TO MODIFY THE ORIGINAL MORTGAGE TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$8344.99.

This Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this <sub>15TH</sub> day of <sub>FEBRUARY</sub> , <sub>2001</sub> by an 1 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 <sub>MICHAEL YEDINAK</sub>, AS UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property ic ated at 3646 N WHIPPLE ST CHICAGO, IL 60618

LOT 4 IN STEMKE AND BLAUS RESUBDIVISION ON LOTS 22 TO 36 BOTH INCLUSIVE IN JOSEPH HOPPS SUBDIVISION OF PART OF 5 TO 8 IN THE SUBDIVISION OF THE COUTY 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 1324126020

WHEREAS, MidAmerica has previously loaned the Borrower(s)the principal sum of

SIXTY FIVE THOUSAND AND NO/100 Dollars (\$65,000.00)

evidenced by a ("Note") and Mortgage both dated JUNE 22, 1993, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number and said Note and Mortgage are incorporated into and made a part of this Modification;

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WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated March 19, 1998 (hereinafter referred to as "First Modification");

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

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 Seventy-one Thousand Six Hundred Fifty-five and 01/100 dollars (\$71,655.01).

The Note and Mortgage dated June 22, 1993 shall be modified to provide for an additional advance of funds not to exceed the amount of Eight Thousand Three Hundred Forty-four and 99/100 dollars (\$8344.99).

Mid America will fund an Additional Advance of Eight Thousand Three Hundred Forty-four and 99/100 dollars (\$8344.99) which shall increase the unpaid principal balance of said indebtedness to Eighty Thousand and 00/100 dollars (\$80,000.00).

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

As of February 1, 2001, the modified interest rate the Borrowers are required to pay will be 6.625%.

This modified interest rate will remain constant for the remaining term of the loan. The principal and interest payment based on the rate indicated above will be \$803.15. The Borrowers shall make the new modified payments on the first day of each month be ginning on March 1, 2001.

It is agreed that all sums owed under the Note will be paid to 'ater than March 1, 2013 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deerned March 1, 2013. 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.

In all respects, said Note, Mortgage and undersigned promises to pay said indebtedness Mortgage contract, as herein revised.	First Modification shall remas herein stated and to p	nain in full force a erform all of the	and effect, and the obligations of said
Executed, sealed and delivered this 15th	day of <del>February</del>	, 2001	
BORROWER(S)  By: Michael YEDINAK	₂ <b>⊆</b> <sub>By:</sub>		
Ву:	Ву:		
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STATE OF ILLINOIS	)		
	)SS		
COUNTY OF	)		

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

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.

set forth.	
WI	TNESS my hand and official seal.
Sig	nature:
	Name (Typed or Printed)
Му	Commission Expires:
LENDER:	
MII	D AMERICA BANK, fsb.:
<del></del> -	Karen Meng. if _ all AS
ST	ATE OF ILLINOIS )
. cc	) SS UNTY OF )
TH	E UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that
	sident of Mid America Bank, fsb., a national banking corporation and , the Ass. Secretary of said corporation and
appeared to Asst. Secretary of authority, of	known to me to be the same persons whose names are subscribed to the foregoing instrument, efore me this day in person and severally acknowledged that as such Vice President and etary they signed and delivered the said instrument as the Vice President and Asst. of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to iven by the Board of Directors of said corporation as their free and voluntary act, and as the free and corporation deed of said corporation, for the uses and purposes therein set forth.
No	DAY OF MACH.  "OFFICIAL SEAL"  DAWN M. ROBERTSON  Notary Public, State of Illinois  My Commission Expires:  My Commission Expires 4-22-2003
Му	Commission Expires: 4/22-2003
THIS INST	RUMENT PREPARED BY WHEN RECORDED RETURN TO:

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

Mid America Bank, fsb. 1823 Centre Point Circle P.O. Box 3142

Naperville, Illinois 60566-71