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0010380190

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE

0010380190

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2001-05-08 14:40:28  
Cook County Recorder 25.50

MID AMERICA BANK, fsb.  
LOAN MODIFICATION AGREEMENT

Loan Number: 0114028736

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 6.125% TO 7.000%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$308.54 TO \$468.81; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS IN THE AMOUNT OF \$22,994.47.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 21ST day of MARCH 2001 by and between Northwestern Savings Bank (f/k/a Northwestern Savings and Loan Association), n/k/a MidAmerica Bank, fsb, of the County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank), and hereinafter referred to as "MidAmerica" and JESUS DIAZ AND CONSUELO DIAZ, HUSBAND AND WIFE (hereinafter referred to collectively as "Borrowers") shall affect the property located at 1315 W SCHOOL ST CHICAGO, IL 60657 and legally described as follows:

LOT 35 IN BLOCK 3 IN WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD, IN COOK COUNTY, ILLINOIS.

P.I.N. # 14203260220000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of FORTY THREE THOUSAND AND NO/100 Dollars ( \$43,000.00 ) evidenced by a Note ("Note") and Mortgage both dated NOVEMBER 9, 1990 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 90561791 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;

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 Thirty-seven Thousand Five and 53/100ths Dollars (\$37,005.53).

The Note and Mortgage dated November 9, 1990 shall be modified to provide for an additional advance of funds not to exceed the amount of Twenty-two Thousand Nine Hundred Ninety-four and 47/100ths Dollars (\$22,994.47).

Mid America will fund an Additional Advance of Twenty-two Thousand Nine Hundred Ninety-four and 47/100ths Dollars (\$22,994.47) which shall increase the unpaid principal balance of said indebtedness to Sixty Thousand and 00/100ths Dollars (\$60,000.00).

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 March 1, 2001, the modified interest rate the Borrowers are required to pay will be 7.000%.

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 \$468.81. The Borrowers shall make the new modified payments on the first day of each month beginning on April 1, 2001.

It is agreed that all sums owed under the Note will be paid no later than November 1, 2020 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed November 1, 2020. 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 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 21st day of March, 2001.

BORROWER(S)

By:

*Jesús Díaz*  
\_\_\_\_\_  
JESUS DIAZ

By:

*Consuelo Díaz*  
\_\_\_\_\_  
CONSUELO DIAZ

By:

\_\_\_\_\_

By:

\_\_\_\_\_

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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF Cook )

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THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that JESUS DIAZ AND CONSUELO DIAZ whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature:

Maria Rodriguez

MARIA RODRIGUEZ

Name (Typed or Printed)

My Commission Expires:

3/26/01



LENDER:

MID AMERICA BANK, fsb.:

Kenneth Koranda, President

[Signature]

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF )

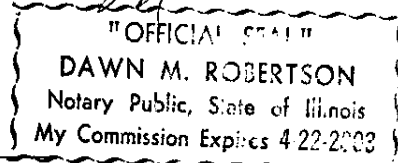
THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Kenneth Koranda, personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and Consuelo Diaz, the Asst. Secretary of said corporation and personally known 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 29 DAY OF March, 2000

Notary Public

My Commission Expires:

4/22/03



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

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