



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

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

Loan Number: 0500813533

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY INTEREST RATE FROM 8.5% TO 7.125%; TO MODIFY PRINCIPAL AND INTEREST FROM \$851.18 TO \$750.57; TO MODIFY ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS IN THE AMOUNT OF \$575.00; TO RE-ESTABLISH INITIAL FIVE YEAR TERM.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 3RD day of APRIL, 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 ELZBIETA NASTALEK, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 3619 WEST BYRON #3B CHICAGO, IL 60618 and legally described as follows:

UNIT 3B IN THE PARKVIEW BYRON CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOTS 1 AND 2 IN BLOCK 9 IN MASON'S SUBDIVISION (EXCEPT RAILROAD) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00637312, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. # 13231150010000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED TEN THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$110,700.00) evidenced by a Adjustable Rate Note ("Note") and Mortgage both dated SEPTEMBER 12, 2000 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 00730428 and said Note and Mortgage are incorporated into and made a part of this Modification;

3P

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 One Hundred Ten Thousand, Two Hundred Ninety And 48/100 (\$110,290.48).

The Note and Mortgage dated September 12, 2000 shall be modified to provide for an additional advance of funds not to exceed the amount of Five Hundred Seventy-five And 00/100 (\$575.00).

Mid America will fund an Additional Advance of Five Hundred Seventy-five And 00/100 (\$575.00) which shall increase the unpaid principal balance of said indebtedness to One Hundred Thousand, Eight Hundred Sixty-five And 48/100 (\$110,865.48).

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 April 1, 2001, the modified interest rate on the loan will be 7.125% until the next interest rate Change Date.

The adjustable interest rate may change on the first day of April 1, 2006, 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 9.125% or less than 5.125%. Thereafter, Borrower's 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 12.125%. 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 \$750.57. The Borrowers shall make the new modified payments on the first day of each month beginning on May 1, 2001.

It is agreed that all sums owed under the Note will be paid no later than October 1, 2030 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed October 1, 2030. 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.

This loan IS NOT assumable during its initial fixed rate period of 60 months. The loan will become assumable after the first interest rate adjustment date.

This loan IS NOT assumable during its initial fixed rate period of 60 months. The loan will become assumable after the first interest rate adjustment date. Thereafter;

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Lender also shall not exercise this option if; (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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 3rd day of April, 2001.

BORROWER(S)

By: Elzbieta Nastalek

By: _____

ELZBIETA NASTALEK

By: 5026270100

By: _____

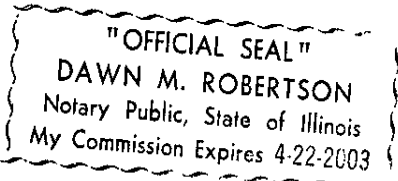
STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that ELZBIETA NASTALEK whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that s he signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature:

[Handwritten Signature]



Name (Typed or Printed)

My Commission Expires: _____

LENDER:

MID AMERICA BANK, fsb.:

[Handwritten Signature]

[Handwritten Signature]

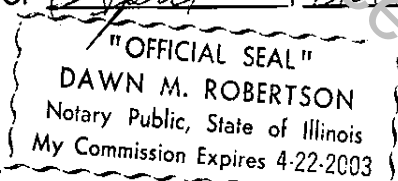
STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that *[Handwritten Name]*, personally known to me to be the _____ Vice President of Mid America Bank, fsb., a national banking corporation and *[Handwritten Name]*, 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 16 DAY OF April, 2001.

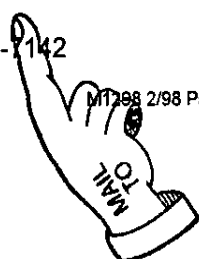
Notary Public

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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