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Cook County Recorder 25.50

COOK COUNTY
RECORDER

EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE



MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT

Loan Number: 0500429808

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE LOAN PROGRAM FROM A 3/1 ARM TO A FIXED; TO MODIFY THE INTEREST RATE FROM 7.75% TO 7.125%; TO MODIFY THE PRINCIPAL AND INTEREST FROM \$745.35 TO \$708.13; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$950.00.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 23RD day of JUNE, 2001 by and between MidAmerica Bank, fsb, of the County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank), and hereinafter referred to as "MidAmerica" and FRANCISCO FLORES, AN UNMARRIED PERSON AND MARGARITA RODRIGUEZ, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 1906 S 51ST CT CICERO, IL 60804 and legally described as follows:

LOT 65 IN SECOND ADDITION TO PARKHOLME, A SUBDIVISION OF THE WEST PART OF BLOCK 15 IN GRANT LAND ASSOCIATION RESUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 16214160200000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED FOUR THOUSAND FORTY AND NO/100 Dollars (\$104,040.00) evidenced by a Note ("Note") and Mortgage both dated JUNE 26, 2000 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 00525373 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 One Hundred Three Thousand Two Hundred Five Dollars and 72/100 (\$103,205.72).

The Note and Mortgage dated June 26, 2000 shall be modified to provide for an additional advance of funds not to exceed the amount of Nine Hundred Fifty Dollars (\$950.00).

Mid America will fund an Additional Advance of Nine Hundred Fifty Dollars (\$950.00) which shall increase the unpaid principal balance of said indebtedness to One Hundred Four Thousand One Hundred Fifty Five Dollars and 72/100 (\$104,155.72).

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 June 1, 2001, the modified interest rate the Borrowers are required to pay will be 7.125%.

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 \$708.13. The Borrowers shall make the new modified payments on the first day of each month beginning on July 1, 2001.

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

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 23rd day of June, 2001.

BORROWER(S)

By: *Francisco Flores*
FRANCISCO FLORES

By: *Margarita Rodriguez*
MARGARITA RODRIGUEZ

By: _____

By: _____

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that FRANCISCO FLORES AND MARGARITA RODRIGUEZ 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: _____

Name (Typed or Printed)

My Commission Expires: _____

LENDER:

MID AMERICA BANK, fsb.:

Jude C... _____
R...

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that _____, personally known to me to be the _____ Vice President of Mid America Bank, fsb., a national banking corporation and _____, 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 27 DAY OF June, 2001

Merry Lynne S. Gray
Notary Public

My Commission Expires: 3-26-05

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

"OFFICIAL SEAL"
MERRY LYNNE S. GRAY
Notary Public, State of Illinois
My Commission Expires 3-26-2005

