



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY INTEREST RATE FROM 7.875% TO 7.000%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1,377.63 TO \$1,538.36; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE OF \$40,750.00.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 20TH day of AUGUST, 2001 by and between

of the County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank), and hereinafter referred to as "MidAmerica" and EDUARDO N CONDE AND TONYA G CONDE, HUSBAND AND WIFE (hereinafter referred to collectively as "Borrowers") shall affect the property located at 1370 HUNTERS RIDGE WEST HOFFMAN ESTATES, IL 60192 and legally described as follows:

LOT 106 IN FINAL PLAT OF SUBDIVISION OF PASQUINELLI'S HUNTERS RIDGE - UNIT 1, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 9 AND THE NORTHWEST 1/4 OF SECTION 16, ALL IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 12, 1996 AS DOCUMENT 96860222, IN COOK COUNTY, ILLINOIS.

P.I.N. # 06093050110000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED NINETY THOUSAND AND NO/100 Dollars (\$190,000.00) evidenced by a Note ("Note") and Mortgage both dated NOVEMBER 20, 2000 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 00926362 and said Note and Mortgage are incorporated into and made a part of this Modification; M1294 7/01 Page 1 of 3

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 Eighty Eight Thousand Nine Hundred Twenty Nine and 62/100 Dollars (\$188,929.62).

The Note and Mortgage dated November 20, 2000 shall be modified to provide for an additional advance of funds not to exceed the amount of Forty Thousand Seven Hundred Fifty and 00/100 Dollars (\$40,750.00).

Mid America will fund an Additional Advance of Forty Thousand Seven Hundred Fifty and 00/100 Dollars (\$40,750.00) which shall increase the unpaid principal balance of said indebtedness to Two Hundred Twenty Nine Thousand Six Hundred Seventy Nine and 62/100 Dollars (\$229,679.62).

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 August 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 \$1,538.36. The Borrowers shall make the new modified payments on the first day of each month beginning on September 1, 2001.

It is agreed that all sums owed under the Note will be paid no later than December 1, 2030 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed December 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 20th day of August, 2001.

BORROWER(S)

By: Eduardo N Conde
EDUARDO N CONDE

By: Tonya G Conde
TONYA G CONDE

By: _____

By: _____

STATE OF ILLINOIS)
COUNTY OF DePue)SS

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that EDUARDO N CONDE AND TONYA G CONDE 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: [Handwritten Signature]
KAREN CLARK
Name (Typed or Printed)



My Commission Expires: 3/5/05

LENDER:

MID AMERICA BANK, fsb.:

[Handwritten Signature]

Marilyn Gross, Asst Secy

STATE OF ILLINOIS)
COUNTY OF DePue)SS

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that KAREN MENZA, personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and MARILYN GROSS, 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 10th DAY OF Sept 2001

[Handwritten Signature]
Notary Public

My Commission Expires: 3/5/05



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