#### **UNOFFICIAL COPY**

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Cook County Recorder

27.50



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

**Modification Fee:** 

\$750.00

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

TO EXTEND MATURITY DATE; TO RE-ESTABLISH 3 YEAR TERM; TO MODIFY THE INTEREST RATE FROM 7.% TO 6.125%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$678.31 TO \$667.00; TO MODIFY THE ORIGINAL MCRIGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS IN THE AMOUNT OF \$10,750.00.

This Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 7TH day of DECEMBER , 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 GLENN FAHLSTROM, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 2221 N LISTER UNIT 2D CHICAGO, IL 60647 and legally described as follows:

SEE ATTACHED FOR LEGAL

P.I.N. # 14312050100000

WHEREAS, MidAmerica has previously loaned the Borrower(s)the principal sum of Dollars ( \$85,000.00 ) evidenced by a ("Note") and Mortgage both dated MARCH 17, 1999 , said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 99399731 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 February 20, 2001 (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 Ninety Nine Thousand Twenty Four and 91/100 DOLLARS (\$99,024.91).

THE NOTE AND MORTGAGE DATED 03/17/99 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT Of Ten Thousand Seven Hundred Fifty and No/100 DOLLARS (\$10,750.00). - ...

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Ten Thousand Seven Hundred Fifty and No/100 DOLLARS (\$10,750.00) WHICH SHALL INCREASE THE UNIAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Nine Thousand Seven Hundred Seventy Four and 91 10) DOLLARS (\$109,774.91).

THE BORROWERS DO HEREBY AMEND AND MODIFY THE NOTE AND MORTGAGE DESCRIBED ABOVE BY SPECIFICALLY AMENDING CERTAIN SECTIONS RELATING TO INTEREST, PAYME'LE, ADJUSTALE RATE CHANGES, AND PREPAYMENT PENALTY (AS APPLICABLE) OF THE NOTE AS FOLLOWS:

AS OF 12/01/01, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 6.125%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 12/01,0., AND ON THAT DATE 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 8.125%, OR LESS THAN 4.125%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OR DECREASED ON AN SINGLE CHANGE DATE BY MORE THAN TWO PERCENTAGE POINTS (2.00%) FROM THE RATE OF INTEREST THE BORROWERS HAVE BEEN 12010 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 \$667.00. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 01/01.02.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 12/01/3. (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 12/01/31. TO THE EXTENT THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION DIFFER FROM OR ARE INCONSISTENT WITH THE NOTE, MORTCAGE OR OTHER LOAN DOCUMENTS EXECUTED BY THE BORROWERS, THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION SHILL CONTROL-AND-GOVERN.

and and	In all respects, said Note, Mortgage effect, and the undersigned promises to perform all of the obligations of Executed, sealed and delivered this	to pay said sa said Mortgage	aid indebtedne contract, as	ss as herein herein revis	stated
BOR	ROWER(S)		•	٠	
By:	CLEMN TAHLSTROM.	Ву:			• (
By:		Ву:			

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STATE OF ILLINOIS	,	
COUNTY OF	)SS )	
00014111 01	,	
GLENN FAHLSTROM	I to the foregoing instrument, appe	ounty and state, do hereby certify that eared before me this day in person, and that he and voluntary act, for the uses and purposes therein
WITNESS my hand a	and official soal	200
VVITINESS IIIV IIAISU A	Ind Oricial Seal.	OEE O
Signature:	quattra Litary	OFFICIAL SEAL S
Name	ONATHAN TONGS e (Typed or Printed)	JONATHAN K GRAY  THAN FUBLIC, STATE OF ILLINOIS  OF COMMISSION EXPIRES: 10/08/03
My Commission Exc:	res:	
C	/x	t
LENDÉD.		
LENDER:	0.0	,
MID AMERIÇÂ BANK	(, fsb.:	
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STATE OF ILLINOIS		O O
017(12 07 12211(010	) ss	
COUNTY OF		
THE HUDEDOLONE	S. a Natawa Bublis is and for said	And and state effected do house, could, that
Havin Minza	•	courty and state aforesaid, do hereby certify, that personally known to me to be the
Vice President of	Mid America Bank, fsb.	
Marilyn Gros	•	the Ass. Secretary of said corporation and
		imes are subscribed to the foregoing instrument,
appeared before me this day	in person and severally acknowle	dged that as such Vice President and
Asst. Secretary they signed	and delivered the said instrume	nt as the Vice President and Asst. f said corporation to by affixed thereto, pursuant to
authority given by the Board	I of Directors of said corporation a	is their free and voluntar, act, and as the free and
	d corporation, for the uses and pur	
Landing of Table		
GIVEN UNDER MY H	HAND AND SEAL THIS DA	Y'OF,
Š	11/10/01/01/	"OFFICIAL SEAL"
Notary Public /	many ello	LINDA S. CENO
,	•	Notary Public, State of Illinois
My Commission Expi	res:	- My Commission Expires 10-22-2005
THIS INSTRUMENT PREPAR	PED BY	WHEN RECORDED RETURN TO:
I TIO INO I RUIVIENI PREPAI	ALD D1	AND A CONTROL DONE Solo

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

## **UNOFFICIAL COPY**

Property of Coot County Clerk's Office

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

UNIT NUMBER 2D IN TANNERY LOFT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 18 THROUGH 20 IN BLOCK 5 IN FULLERTON'S ADDITION TO CHICAGO, IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT ' ' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 99~ \_\_\_\_\_; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF GARAGE LIMITED COMMON ELEMENT FOR UNIT ~. AS PODERTY OF COOK COUNTY CLERK'S OFFICE DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 39-

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