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Cook County Recorder 25.50



0020293922

**MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT**

Modification Fee: \$950.00

Purpose of Modification:

6.50% TO MODIFY CURRENT PROGRAM FROM 3/1 ARM TO 15 YEAR FIXED. TO MODIFY INTEREST RATE FROM 8.25% TO 6.50%. TO MODIFY PRINCIPAL & INTEREST FROM \$780.19 TO \$970.31. TO MODIFY MATURITY DATE TO 12/1/16. TO INCREASE MORTGAGE BALANCE TO ALLOW FOR AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$2760.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 12TH day of JANUARY, 2002 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 JUAN L CALVARIO, MARRIED TO IRMA HERNANDEZ

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 2138 S ALBANY AVE CHICAGO, IL 60623 and legally described as follows:
LOT 14 IN THE RESUBDIVISION OF BLOCK 18 IN DOUGLAS PARK ADDITION TO CHICAGO (EXCEPT THE NORTHERLY 25 FEET OF SAID BLOCK) BEING IN LOT 5 IN THE CIRCUIT COURT PARTITION OF THE WEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 16243110210000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED NINE THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$109,250.00) evidenced by a Note ("Note") and Mortgage both dated MARCH 21, 2000, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 00275150 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 Eight Thousand Six Hundred Twenty Eight and 42/100 DOLLARS (\$108,628.42).

THE NOTE AND MORTGAGE DATED 03/21/00 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Two Thousand Seven Hundred Sixty and No/100 DOLLARS (\$2,760.00).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Two Thousand Seven Hundred Sixty and No/100 DOLLARS (\$2,760.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Eleven Thousand Three Hundred Eighty Eight and 42/100 DOLLARS (\$111,388.42).

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

AS OF 12/01/01, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 6.500%.

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 \$970.31. 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 12/01/16 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 12/01/16. 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 12th day of January, 2002.

BORROWER(S)

By: JUAN L CALVARIO
JUAN L CALVARIO

By: _____

By: _____

By: _____

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STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

JUAN L CALVARIO

whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that he signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature: [Signature] 1/12/02

Rosa E. Ibarra
Name (Typed or Printed)

My Commission Expires: 6-18-2003

LENDER:

MID AMERICA BANK, fsb.:

[Signature] Marilyn Gross, Asst Secy

STATE OF ILLINOIS)
)SS
COUNTY OF Cook

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that

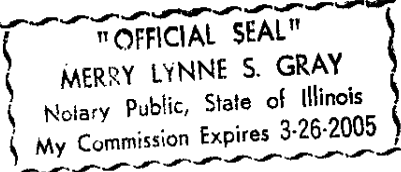
KAREN MENZA, personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and MARILYN GROSS, the Asst. Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Asst Vice President and Asst. Secretary they signed and delivered the said instrument as the Asst 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 15th DAY OF January, 2002

Notary Public [Signature]
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



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