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Cook County Recorder

27.50

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE**



0020295417

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

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY LOAN PROGRAM FROM AN ADJUSTABLE RATE (3/1) TO A FIXED RATE; TO MODIFY THE INTEREST RATE FROM 6.875% TO 7.125%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$2,660.56 TO \$2,999.07; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE OF \$39,727.27; TO MODIFY TO REMOVE PRIVATE MORTGAGE INSURANCE.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 7TH day of SEPTEMBER, 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 JONI JACOBSEN AND CRAIG COX, WIFE AND HUSBAND

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 1872 N LARRABEE ST CHICAGO, IL 60614 and legally described as follows:

SEE ATTACHED LEGAL

P.I.N. # 14333031421006

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of FOUR HUNDRED FIVE THOUSAND AND NO/100 Dollars (\$405,000.00) evidenced by a Note ("Note") and Mortgage both dated JULY 8, 1999 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 99704210 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 Three Hundred Ninety Six Thousand Two Hundred Seventy Two and 73/100 Dollars (\$396,272.73).

The Note and Mortgage dated July 8, 1999 shall be modified to provide for an additional advance of funds not to exceed the amount of Thirty Nine Thousand Seven Hundred Twenty Seven and 27/100 Dollars (39,727.27).

Mid America will fund an Additional Advance of Thirty Nine Thousand Seven Hundred Twenty Seven and 27/100 Dollars (\$39,727.27) which shall increase the unpaid principal balance of said indebtedness to Four Hundred Thirty Six Thousand and 00/100 Dollars (\$436,000.00).

The Borrowers do hereby amend and modify the Note and Mortgage described above by specifically amending Section 2 (Interest), Section 23 (Payments), and Section 4 (Interest Rate and Monthly Payment Changes) of the Note as follows:

As of August 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 \$2,999.07. 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 August 1, 2029 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed August 1, 2029. 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 7th day of September, 2001.

BORROWER(S)

By: [Signature]
JONI JACOBSEN

By: [Signature]
CRAIG COX

By: Joni Jacobsen

By: CRAIG COX

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that JONI JACOBSEN AND CRAIG COX 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:

04/29/02



LENDER:

MID AMERICA BANK, fsb.:

Laura Menza, VP

Marilyn Gross Asst Secy

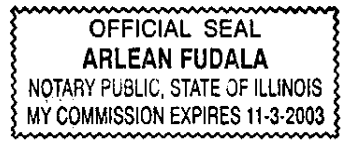
STATE OF ILLINOIS)
)SS
COUNTY OF)

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.

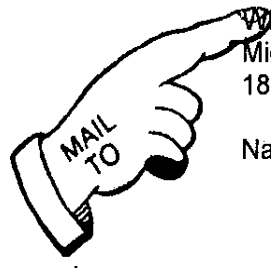
GIVEN UNDER MY HAND AND SEAL THIS 15th DAY OF September, 2001.

Arlean Fudala
Notary Public

My Commission Expires: _____



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

FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA 1992 LOAN POLICY WITH EAGLE PROTECTION ADDED
SCHEDULE C

File No.: AC188239

LEGAL DESCRIPTION:

UNIT NUMBER 1872, IN THE LARRABEE TERRACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARCEL 1:

THE SOUTH 17.57 FEET OF LOT 3 (EXCEPT THE WEST 5 FEET THEREOF) IN VOSS' SUBDIVISION OF THE SOUTH 1/2 OF LOT 5 IN BLOCK 2 OF SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

PARCEL 2:

THE EAST 1/2 OF THAT PART OF LOT 6 LYING BETWEEN LARRABEE AND HOWE STREETS (EXCEPT THE WEST 12 FEET OF THE EAST 1/2 OF SAID LOT 6), IN BLOCK 2 IN SAID SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

PARCEL 3:

LOTS 1 AND 5, BOTH INCLUSIVE, (EXCEPT THE WEST 12 FEET OF SAID LOTS 1 TO 5) IN VOSS'S SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 2 OF SAID SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

PARCEL 4:

LOT 1 AND THE EAST 12 OF LOT 4 AND THE EAST 1/2 OF THE NORTH 11.23 FEET OF LOT 5 (EXCEPT THE WEST 12 FEET OF SAID LOT 1, ALSO EXCEPT THE WEST 12 FEET OF THE EAST 1/2 OF SAID LOT 4, ALSO EXCEPT THE WEST 12 FEET OF THE EAST 1/2 OF THAT PART OF SAID LOT 5) IN RAM AND OTHERS SUBDIVISION OF THE EAST 1/2 OF LOTS 9, 10 AND 11 IN BLOCK 2 IN SAID SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26369773 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.