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Cook County Recorder 27.50

0020295418

MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT

Modification Fee: $950.00

Purpose of Modification:
TO MODIFY INTEREST RATE FROM 7.375% TO 6.375%; TO MODIFY THE LOAN PROGRAM FROM 5/1 ARM NIV TO 15 YEAR FIXED NIV; TO MODIFY THE PRINCIPAL AND INTEREST FROM $471.00 TO $604.97; TO MODIFY MATURITY DATE FROM 07/01/2014 TO 11/01/2016; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF $23,560.61.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 8TH day of NOVEMBER, 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 LIDIA PROSZAK, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 9724 BIANCO RERRACE #2D DES PLAINES, IL 60016 and legally described as follows:

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. # 09103010721130

WHEREAS, MidAmerica has previously loaned the Borrower(s)the principal sum of FIFTY ONE THOUSAND TWO HUNDRED AND NO/100 Dollars ($51,200.00) evidenced by a Note ("Note") and Mortgage both dated JUNE 29, 1999, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 99739441 and said Note and Mortgage are incorporated into and made a part of this Modification;

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 Forty Six Thousand Four Hundred Thirty Nine and 39/100 DOLLARS ($46,439.39).

THE NOTE AND MORTGAGE DATED 06/29/99 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Twenty Three Thousand Five Hundred Sixty and 61/100 DOLLARS ($23,560.61).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Twenty Three Thousand Five Hundred Sixty and 61/100 DOLLARS ($23,560.61) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Seventy Thousand and No/100 DOLLARS ($70,000.00).

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

AS OF 11/01/01, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 6.375%.

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 $604.97. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 12/01/01.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 11/01/16 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 11/01/16. 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 said indebtedness as herein stated and to perform all of the obligations of said Mortgage contract, as herein revised.

Executed, sealed and delivered this 8th **day of** November, 2001.

BORROWER(S)

By: Lidia Proszak
LIDIA PROSZAK

By: _____

By: _____

By: _____

Legal Description:

PARCEL 1: UNIT NO. U-130 AS DELINEATED ON SURVEY OF A PART OF THE EAST 8 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FIRST ARLINGTON NATIONAL BANK OF ARLINGTON HEIGHTS, ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER A-227, DATED MARCH 26, 1972 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON MAY 31, 1972 AS DOCUMENT NO. 21920224 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION AND GRANT OF EASEMENTS DATED APRIL 25, 1972 AND RECORDED MAY 8, 1972 AS DOCUMENT NUMBER 21892967 AND AS CREATED BY DEED FROM FIRST ARLINGTON NATIONAL BANK OF ARLINGTON HEIGHTS, ILLINOIS NATIONAL BANK BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1972 AND KNOWN AS TRUST NUMBER A-227 TO MAURICE STANTON AND ANNE M. STANTON DATED SEPTEMBER 19, 1972 AND RECORDED NOVEMBER 2, 1972 AS DOCUMENT 22106956 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that LIDIA PROSZAK whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that she signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature: _____

KRISTINE BUDZINSKI
Name (Typed or Printed)

"OFFICIAL SEAL"
KRISTINE BUDZINSKI
Notary Public, State of Illinois
My Commission Expires 7-24-2005

My Commission Expires: 7-24-2005

LENDER:

MID AMERICA BANK, fsb.:

_____ 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.

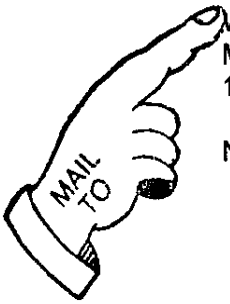
GIVEN UNDER MY HAND AND SEAL THIS 4th DAY OF Dec, 2001.

Notary Public _____

OFFICIAL SEAL
KAREN CLARK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-5-2006

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