



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

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY INTEREST RATE FROM 7.750% TO 5.625%; TO MODIFY PRINCIPAL AND INTEREST FROM \$632.95 TO \$560.70; TO MODIFY TO RESTART FIXED PERIOD OF 36 MONTHS; TO MODIFY MATURITY DATE FROM 1/1/30 TO 1/1/37; AND TO MODIFY ORIGINAL LOAN AMOUNT TO ALLOW FOR AN ADDITIONAL ADVANCE OF \$10,683.77.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 26TH 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 BRYAN J MICHALIK, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 1603 N WINDSOR UNIT 101 ARLINGTON HEIGHTS, IL 60004 and legally described as follows:
SEE ATTACHED FOR LEGAL

P.I.N. # 03211000160000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of EIGHTY EIGHT THOUSAND THREE HUNDRED FIFTY AND NO/100 Dollars (\$88,350.00) evidenced by a Note ("Note") and Mortgage both dated DECEMBER 10, 1999, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 09189243 and said Note and Mortgage are incorporated into and made a part of this Modification;

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5/1
PL
5/1
ML

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 Eighty Six Thousand Seven Hundred Seventeen and 56/100 DOLLARS (\$86,717.56).

THE NOTE AND MORTGAGE DATED 12/10/99 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Ten Thousand Six Hundred Eighty Three and 77/100 DOLLARS (\$10,683.77).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Ten Thousand Six Hundred Eighty Three and 77/100 DOLLARS (\$10,683.77) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Ninety Seven Thousand Four Hundred One and 33/100 DOLLARS (\$97,401.33).

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 01/01/02, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 5.625% UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 01/01/05, 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 7.625%, OR LESS THAN 3.625%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OR DECREASED ON ANY SINGLE CHANGE DATE BY MORE THAN TWO PERCENTAGE POINTS (2.00%) FROM THE RATE OF INTEREST THE BORROWERS HAVE BEEN PAYING FOR THE PRECEDING TWELVE MONTHS. THE BORROWERS INTEREST RATE WILL NEVER BE GREATER THAN 11.625%. 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 \$560.70. 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 01/01/32 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 01/01/32. 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 26th day of January, 2002.

BORROWER(S)

By: [Signature]
BRYAN J. MICHALIK

By: _____

By: _____

By: _____

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LEGAL DESCRIPTION:

PARCEL 1:

UNIT 1603/101 IN ARLINGTON GLEN CONDOMINIUM AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN LOT 1 IN RAND-GROVE APARTMENTS, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 01, 1998 AS DOCUMENT 98453125 AND AS AMENDED BY THE FIRST AMENDMENT TO THE DECLARATION RECORDED AS DOCUMENT 09148929 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ALONG DRIVEWAYS; ROADS, STREETS AND SIDEWALKS AS SET FORTH IN DECLARATION AND GRANT OF EASEMENT RECORDED JUNE 01, 1998 AS DOCUMENT 98453124 AND AS AMENDED BY DOCUMENT 09148929 OVER THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

AFFECTS PART OF LOT 1 IN RAND-GROVE APARTMENTS SUBDIVISION, AFORESAID AS MORE PARTICULAR DESCRIBED THEREIN.

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