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Cook County Recorder 25.50



MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee:

\$950.50

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 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 proper v 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 Dollars (\$88,350.00) evidenced by a Note ("Note") and Mortgage both dated DECEMBER 10, 1999 recorded in the office of Recorder of Deeds of a Document Number 0.9189243 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 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 D/LLARS (\$97,401.33).

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

AS OF 01/01/02, THE MODIFIED INTEREST RAFZ 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 1. CHANGE DATE". THE INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY AT THE NEXT CHANGE DATE WILL NOT BE GREATER T. 11 7.625%, OR LESS THAN 3.625%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OR DECREASED ON AN SYNGLE CHANGE DATE BY MORE THAN TWO PERCENTAGE POINTS (2.00%) FROM THE RATE OF INTEREST THE BORROWERS HAVE BEIN 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 ABOUT WILL BE \$560.70. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 07/01/02.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 0 /C1/32 (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 SHYLL 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 26th day of January , 2002 .

BORROWER(S)

By:

By:

By:

By:

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STATE OF ILLINOIS		,
COUNTY OF	lode)SS)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that $\tt BRYAN\ J\ MICHALIK$

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	8 Man "OFFICIAL SEAL"
Signature: <u>Merry Tyme</u>	MERRY LYNNE S. Cillingis
Name (Typed or Printed)	Notary Public, State of Million Notary Public, State of My Commission Expires 3:26-2005
My Commission Expires: 03-26 0	T
My Commission Expres:)
LENDER:	
MID AMERICA BANK, fsb.:	
Mulu Myn, K	Manyor Gross asst Secy
STATE OF ILLINOIS ()	
COUNTY OF COCK) SS	0,
THE UNDERSIGNED, a Notary Public in and	d for said county and state aforesaid, do hereby certify, that
Vice President of Mid America Bar	, personally known to me to be the
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, acknowledged that as such such such such such such such suc
Asst. Secretary they signed and delivered the said	instrument as the Assir Vice President and Asst.
	ite seal of said corporation to be affixed thereto, pursuant to
voluntary act and deed of said corporation, for the use	poration as their free and voluntary act, and as the free and is and purposes therein set forth.
GIVEN UNDER MY HAND AND SEAL THIS _	30 DAY OF 1944 1602
	OFFICIAL SEAL"
Notary Public Dry Lynne	DYSULY (MERRY LYNNE S. GRAY (
My Commission Expires: 03-26-05	Notary Public, State of Illinois My Commission Expires 3-26-2005
THIS INSTRUMENT PREPARED BY	WHEN RECORDED RETURN TO:

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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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 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 County Clark's Office MORE PARTICULAR DESCRIBED THEREIN.