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2002-04-30 10:56:10 29.50

MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee:

Purpose of Modification:

TO MODIFY INTEREST RATE FROM 1.625% TO 6.500%; TO MODIFY THE LOAN PROGRAM FROM 3/1 ARM NIV TO 5/1 ARM NIV; TO MODIFY THE PRINCIPAL AND INTEREST FROM \$879.12 TO \$1,135.75; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$50,950.00.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this by and between MIDAMERICA BANK, FSB 2001 DECEMBER 20TH day of

County of DuPage and State of Illinois (FKA MidAmerica Feueral Savings Bank), and hereinafter referred to as RIMAS M. BUNTINAS, AN UNMARRIFD PERSON "MidAmerica" and

(hereinafter referred to collectively as "Borrowers") shall affect the property located at and legally described as follows: 1738 CHICAGO AVE #303 EVANSTON, IL 60201 750 OFFICE

SEE ATTACHED LEGAL DESCRIPTION

11182080211012 P.I.N. #

WHEREAS, MidAmerica has previously loaned the Borrower(s)the principal sum of \$126,750.00) Dollars (ONE HUNDRED TWENTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 evidenced by a Note ("Note") and Mortgage both dated JULY 22, 1999 , said Mortgage having been County, ILLINOIS recorded in the office of Recorder of Deeds of COOK and said Note and Mortgage are incorporated into and made a as Document Number 99744527 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 Twenty Three Thousand Eight Hundred Forty Two and 26/100 DOLLARS (\$123,842.26).

THE NOTE AND MORTGAGE DATED 07/22/99 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Fifty Thousand Nine Hundred Fifty and No/100 DOLLARS (\$50,950.00).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Fifty Thousand Nine Hundred Fifty and No/100 DOLLARS (\$50,950.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Seventy Four Thousand Seven Hundred Ninety "wo and 26/100 DOLLARS (\$174,792.26).

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

AS OF 12/01/01, THE MODIFIED INTERES: PATS ON THE LOAN WILL BE 6.500%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 12/01/06, 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 GREALED THAN 8.500%, OR LESS THAN 4.500%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OR DECREASED (IN 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 11.500%. 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 ALOVS WILL BE \$1,135.75. 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 (2/)1/29 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 08/01/29. TO THE EXTLAT THE TERMS, CONDITIONS AND 'PROVISIONS OF THIS MODIFICATION DIFFER FROM OR ARE INCONSISTENT WITH THE NOTE, LORTCAGE, OR OTHER LOAN DOCUMENTS EXECUTED BY THE BORROWERS, THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION SHALL CONTROL AND GOVERN.

THIS LOAN IS NOT ASSUMABLE DURING ITS INITIAL FIXED RATE PERIOD OF 60 MONTHS. THE LOAN WILL PECOME ASSUMABLE AFTER THE FIRST INTEREST RATE ADJUSTMENT DATE. -

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STATE OF ILLINOIS)	レレビリサロアロリム Page 2 of 5
* COUNTY OF COOK	A CONTRACT OF THE PROPERTY OF
THE UNDERSIGNED, a Notary Public in and for said	county and state, do hereby certify that
RIMAS M. BUNTINAS whose names are subscribed to the foregoing instrument, ap	peared before me this day in person, and that he
signed and delivered the said instrument as HIS nee	e and voluntary act, for the uses and purposes therein
set forth.	•
WITNESS my hand and official seal.	
Signature: 1 1001 9. Thidle	"OFFICIAL SEAL"
TRACY E. Anderso	Notary Public, State of Illinois
ilame (Typed or Printed)	My Commission Exp. 02/24/2002
My Commission Excitos: 2-24-02	
LENDER:	^ -
MID AMERICA BANK, fsb.:	210 0'A Aust See
- Kuru Migu	Marin Ch Choss, Charles
	U
STATE OF ILLINOIS) U	inger i kristisk af til for i kristisk fra forsk fra fra fra forsk fra
COUNTY OF Walky)	
THE UNDERSIGNED a Notary Public in and for s	aid county and state aforesaid, do hereby certify, that , personally known to me to be the
Vice President of Mid America Bank,	feb a sational banking corporation and
personally known to me to be the same persons whose	
appeared before me this day in person and severally acknown appeared before me this day in person and severally acknown to me to be the same personal three acts and the same personal tracking tracking tracking tracking the same personal tracking	owledged that as 300h Vice President and Asst
Asst. Secretary they signed and delivered the said inside	at of said corporation to be affixed thereto, pursuant to
authority, given by the Board of Directors of Said corporation voluntary act and deed of said corporation, for the uses and	purposes therein set forth.
GIVEN UNDER MY HAND AND SEAL THIS	DAY OF January 100
$\mathcal{L} = \mathcal{L} = $	"OFFICIAL SEAL"
Notary Public July 5 Clus	EINDAS CENO
My Commission Expires:	Notary Public, State of Illinois My Commission Expires 10.22.2005
THIS INSTRUMENT PREPARED BY	WHEN RECORDED RETURN TO:
Kenneth Koranda, President	Mid America Bank, fsb. 1823 Centre Point Circle
Mid America Bank, fsb. 1823 Centre Point Circle, P.O. Box 3142	P.O. Box 3142
Naperville, Illinois 60566-7142	Naperville, Illinois 60566-7142

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THIS LOAN IS NOT ASSUMABLE DURING ITS INITIAL FIXED RATE PERIOD OF 60 MONTHS. THE LOAN WILL BECOME ASSUMABLE AFTER THE FIRST INTEREST RATE ADJUSTMENT DATE. THEREFORE, TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. LENDER MAY, AT ITS OPTION, REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT. LENDER ALSO SHALL NOT EXERCISE THIS OPTION IF; (A) BORROWER CAUSES TO BE SUBMITTED TO LENDER INFORMATION REQUIRED BY LENDER TO EVALUATE THE INTENDED TRANFEREE AS IF A NEW LOAN WERE BEING MADE TO THE TRANSFEREE; AND (B) LENDER REASONABLY DETERMINES THE LENDER'S SECURITY WILL NOT BE IMPAIRED BY THE LOAN ASSUMPTION AND THAT THE RISK OF A BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT IS ACCEPTABLE TO LENDER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LENDER MAY CHARGE A REASONABLE FEE AS A CONDITION TO LENDER'S CONSENT TO THE LOAN ASSUMPTION. LENDER MAY ALSO REQUIRE THE TRANSFEREE TO SIGN AN ASSUMPTION AGREEMENT THAT IS ACCEPTABLE TO LENDER AND THAT OBLIGATES THE TRANSFEREE TO KEEP ALL THE PROMICES AND AGREEMENTS MADE IN THE NOTE AND IN THIS SECURITY INSTRUMENT. BORROWER WILL CONTINUE TO BE OBLIGATED UNDER THE NOTE AND THIS SECURITY INSTRUMENT. BORROWER WILL WRITING.

In all respects, said Note and Morto and the undersigned promises to pay said perform all of the obligations of said Mo Executed, sealed and delivered this	page shall remain in full force and effect, said indebtedness as herein stated and to ortgage contract, as herein revised. 20th day of December , 2001
BORROWER (S)	
By: RIMAS M. BUNTINAS	Ву:
Ву:	Ву:
	Unit.
	Clark
	75
-	0,50

3. Legal Description:

UNIT NUMBER 303, IN LAKEVIEW TERRACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 'A' IN THE CONSOLIDATION PLAT OF THE EAST 150.0 FEET OF LOT 1 AND THE NORTHERLY 22.0 FEET OF THE EASTERLY 150.0 FEET OF LOT 18 IN BLOCK 15 IN THE VILLAGE OF EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETICAL WITH THE NORTH 40.0 FEET SOUTH OF AND ADJOINING THE NORTH 22.0 FEET OF LOT 18 IN BLOCK 15 IN THE VILLAGE OF EVANSION IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1978 AS DOCUMENT 24598160, IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, WITCH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25506674, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 11-18-208-071 1012

Clarks