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Cook County Recorder 27.50



0020424267

MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY TO RESTART FIXED 3 YEAR TERM; TO MODIFY THE RATE FROM 7.875% TO 6.375%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1,048.45 TO \$875.99; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS IN THE AMOUNT OF \$1,002.42; TO MODIFY THE MATURITY DATE FROM 3/1/28 TO 12/1/31.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 10TH day of DECEMBER, 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 ETHEL R MATTHEWS, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 730 CREEKSIDE DRIVE MOUNT PROSPECT, IL 60056 and legally described as follows:

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. # 03271000190000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of

ONE HUNDRED FORTY FOUR THOUSAND SIX HUNDRED AND NO/100 Dollars (\$144,600.00)
evidenced by a Note ("Note") and Mortgage both dated FEBRUARY 4, 1998, said Mortgage having been
recorded in the office of Recorder of Deeds of COOK County, ILLINOIS
as Document Number 98114874 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 One Hundred Thirty Nine Thousand Four Hundred Ten and 19/100 DOLLARS (\$139,410.19).

THE NOTE AND MORTGAGE DATED 02/04/98 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF One Thousand Two and 42/100 DOLLARS (\$1,002.42).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF One Thousand Two and 42/100 DOLLARS (\$1,002.42) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Forty Thousand Four Hundred Twelve and 61/100 DOLLARS (\$140,412.61).

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 12/01/01, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 6.375%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 12/01/04, 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 6.375%, OR LESS THAN 4.375%. 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 12.275%. 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 \$875.99. 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 12/01/31. (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 12/01/31. 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 10th day of December, 2001.

BORROWER(S)

By:

ETHEL R MATTHEWS

By:

By:

Ethel R. Matthews

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STATE OF ILLINOIS)
COUNTY OF DuPage)SS

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

ETHEL R MATTHEWS

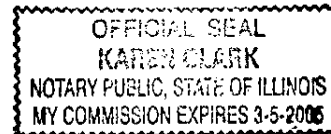
whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that she signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature: Karen Clark

Name (Typed or Printed) KAREN CLARK

My Commission Expires: 3/5/15



LENDER:

MID AMERICA BANK, fsb.:

Karen Menca

STATE OF ILLINOIS)
COUNTY OF Cook)SS

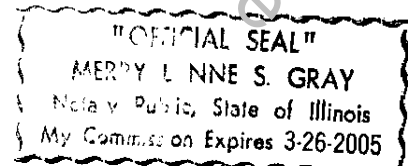
Marilyn A. Gross Asst Secy

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Karen Menca, 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 16th DAY OF Jan, 2002

Notary Public Merry Lynn S. Gray

My Commission Expires: 3-26-05



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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STREET ADDRESS: 730 CREEKSIDE DRIVE
CITY: MT. PROSPECT COUNTY: COOK
TAX NUMBER: 03-27-100-019-0000

LEGAL DESCRIPTION:

PARCEL 1:

UNIT NUMBER 307C IN THE CREEKSIDE AT OLD ORCHARD CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PART OF LOTS 1 AND 2 IN OLD ORCHARD COUNTRY CLUB SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 27 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28 BOTH IN 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 RECORDED AS DOCUMENT NUMBER 96261584; AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 CREATED BY DECLARATION RECORDED AS DOCUMENT 96261584, AS AMENDED FROM TIME TO TIME AND BY DEED RECORDED AS DOCUMENT ~

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P17C AND STORAGE SPACE S17C AS DELINEATED ON SURVEY ATTACHED TO DECLARATION RECORDED AD 96261584, AS AMENDED FROM TIME TO TIME