



0021236744

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

Modification Fee: \$550.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 6.25% TO 5.25% TO MODIFY THE PRINCIPAL AND INTEREST FROM \$3,090.25 TO \$3,099.62; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS IN THE AMOUNT OF \$63,800.66; TO MODIFY THE MATURITY DATE FROM 11/1/31 TO 8/1/32; TO REMOVE MORTGAGE INSURANCE.

This Third Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 27TH day of AUGUST, 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 DENNIS A NILES AND MARY NILES, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 936 SPRUCE ST WINNETKA, IL 60093 and legally described as follows:

LOT 4 IN BLOCK 3 IN PROVIDIENT MUTUAL LAND ASSOCIATION SUBDIVISION OF BLOCKS 7, 8, 9, 10, 11, 12, 18, 29, 30, 31, 32, 33, 34, 54, 56, 57, 58 AND 59 IN VILLAGE OF WINNETKA OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 05202050120000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of FOUR HUNDRED TWENTY THOUSAND AND NO/100 Dollars (\$420,000.00) evidenced by a ("Note") and Mortgage both dated OCTOBER 13, 1999, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 09000345 and said Note and Mortgage are incorporated into and made a part of this Modification;

Handwritten signature/initials

UNOFFICIAL COPY

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated June 1, 2001 (hereinafter referred to as "First Modification");

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated December 1, 2001 (hereinafter referred to as "Second Modification");

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note, Mortgage, First Modification, and Second Modification 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 Four Hundred Ninety Seven Thousand Five Hundred Nineteen and 17/100 DOLLARS (\$497,519.17).

THE NOTE AND MORTGAGE DATED 10/13/99 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Sixty Three Thousand Eight Hundred and 66/100 DOLLARS (\$63,800.66).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Sixty Three Thousand Eight Hundred and 66/100 DOLLARS (\$63,800.66) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Five Hundred Sixty One Thousand Three Hundred Nineteen and 83/100 DOLLARS (\$561,319.83).

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 08/01/02, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 5.250%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 08/01/05, 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 7.250%, OR LESS THAN 3.250%. 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 11.250%. 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 \$3,099.62. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 09/01/02.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 08/01/32 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 08/01/32. 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, Mortgage, First Modification and Second Modification 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 27th day of August, 2002.

BORROWER(S)
By: [Signature]
DENNIS A NILES

By: [Signature]
MARY NILES

By: _____

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STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

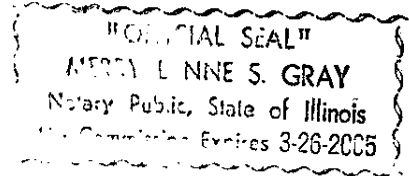
THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that DENNIS A NILES AND MARY NILES whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature: *Mary L. Gray*

ME GRAY
Name (Typed or Printed)

My Commission Expires: 3/26/05



LENDER:

MID AMERICA BANK, fsb.:

[Signature]

Marilyn A. 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 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 KAREN MENZA Vice President and Asst. Secretary they signed and delivered the said instrument as the KAREN MENZA 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 30th DAY OF Aug 2005

Notary Public *Karen Clark*

My Commission Expires: 2/5/05



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