



0030347706

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

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE LOAN PROGRAM TO RESET INITIAL TERM ON A BALLOON 7; TO MODIFY THE INTEREST RATE FROM 7.250% TO 5.500%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1,454.84 TO \$1,237.93; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE OF \$20,575.00; TO EXTEND THE LOAN MATURITY DATE FROM OCTOBER 1, 2004 TO DECEMBER 1, 2009.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 2ND day of DECEMBER, 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 DAVID A BUFKA AND MARCIA A BUFKA, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 1112 COVINGTON DR LEMONT, IL 60439 and legally described as follows:

LOT 58 IN COVINGTON KNOLLS SUBDIVISION UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1995 AS DOCUMENT 05419213 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 17, 1995 AS DOCUMENT 9570506, IN COOK COUNTY, ILLINOIS.

P.I.N. # 22283060270000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of TWO HUNDRED THIRTEEN THOUSAND TWO HUNDRED SIXTY FOUR AND NO/100 Dollars (\$213,264.00) evidenced by a Note ("Note") and Mortgage both dated SEPTEMBER 29, 1997, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 97-725943 and said Note and Mortgage are incorporated into and made a part of this Modification;

5/3

UNOFFICIAL COPY

0930347706

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 Ninety Seven Thousand Four Hundred Fifty Two and 48/100 DOLLARS (\$197,452.48).

THE NOTE AND MORTGAGE DATED 09/29/97 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Twenty Thousand Five Hundred Seventy Five and No/100 DOLLARS (\$20,575.00).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Twenty Thousand Five Hundred Seventy Five and No/100 DOLLARS (\$20,575.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Two Hundred Eighteen Thousand Twenty Seven and 48/100 DOLLARS (\$218,027.48).

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 12/01/02, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 5.500%.

THIS MODIFIED INTEREST RATE WILL REMAIN CONSTANT FOR THE REMAINING TERM OF THE LOAN. THE PRINCIPAL AND INTEREST PAYMENT BASED ON THE RATE INDICATED ABOVE WILL BE \$1,237.93. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 01/01/03.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 12/01/09 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 12/01/09. 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 2nd day of December, 2002.

BORROWER(S)

By: [Signature] DAVID A BUFKA

By: [Signature] MARCIA A BUFKA

By: _____

By: _____

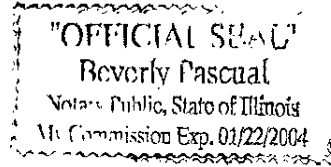
UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that DAVID A BUFKA AND MARCIA A BUFKA 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: Beverly Pascual
BEVERLY PASCUAL
Name (Typed or Printed)



My Commission Expires: 1-22-04

LENDER:

MID AMERICA BANK, fsb.:
Karen Menza

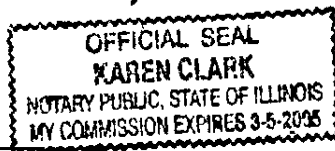
Laura A. Bishop

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, personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and LAURA BISHOP, 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 2nd DAY OF Jan, 2003

Notary Public Karen Clark
My Commission Expires: 3/5/05



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