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2003-03-06 09:18:03

Cook County Recorder 32.50



MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFIY THE INTEREST RATE FROM 7.25% TO 5.375%; TO MODIFY THE LOAN PROGRAM FROM A 7YR BALLOON TO A 5/1 ARM; TO MODIFY THE PRINCIPAL AND INTEREST FROM A \$603.21 TO \$493.07; TO MODIFY THE MATURITY DATE FROM 6/1/06 TO 6/1/29; TO REMOVE LENDER PAID MORTGAGE INSURANCE.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 19TH 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 KELLY WALSH, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 214 N.OAK PARK UNIT 1CC OAK PARK, IL 60302 and legally described as follows: SEE ATTACHED LEGAL

P.I.N. # 16072120101084

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of EIGHTY EIGHT THOUSAND FOUR HUNDRED TWENTY FIVE AND NO/100 Dollars (\$88,425.00) evidenced by a Note ("Note") and Mortgage both dated MAY 20, 1999, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 99507310 and said Note and Mortgage are incorporated into and made a part of this Modification;

Handwritten initials: SY, \$5, MY, DR

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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 Three Thousand Five Hundred Five and 59/100 DOLLARS (\$83,505.59).

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 ON THE LOAN WILL BE 5.375%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 12/01/07, 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 7.375%, OR LESS THAN 3.375%. 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 10.375%. 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 \$493.07. 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 06/01/29 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 06/01/29. 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.

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.

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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 TRANSFEREE 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 PROMISES AND AGREEMENTS MADE IN THE NOTE AND IN THIS SECURITY INSTRUMENT. BORROWER WILL CONTINUE TO BE OBLIGATED UNDER THE NOTE AND THIS SECURITY INSTRUMENT UNLESS LENDER RELEASES BORROWER IN WRITING.

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 19th day of December, 2002.

BORROWER(S)

By: Kelly Walsh
KELLY WALSH

By: _____

By: _____

By: _____

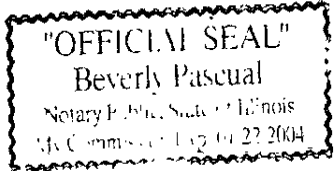
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STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that
KELLY WALSH
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: Beverly Pascual
BEVERLY PASCUAL
Name (Typed or Printed)



My Commission Expires: 1-22-04

LENDER:

MID AMERICA BANK, fsb.:

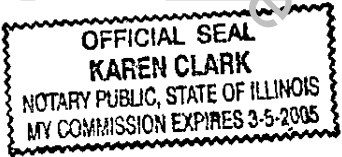
Karen Myers
STATE OF ILLINOIS)
)SS
COUNTY OF

Laura A. Bishop

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that
KAREN MYERS, 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 6th 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

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99507310



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 ST5007972 NWA

STREET ADDRESS: 214 N OAK PARK

UNIT-1CC

CITY: OAK PARK

COUNTY: COOK

TAX NUMBER: 16-07-212-010-1084

LEGAL DESCRIPTION:

UNIT 1CC IN SANTA MARIA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2 AND 3 IN OWNER'S SUBDIVISION OF THE WEST 223.5 FEET AND THE SOUTH 10 FEET OF THE EAST 54.1 FEET OF THE WEST 277.6 FEET OF LOT 3 AND THE WEST 277.6 FEET OF LOT 2 (EXCEPT THE SOUTH 115 FEET OF THE EAST 81.6 FEET OF THE WEST 277.6 FEET OF SAID LOT 2) OF JAMES W. SCOVILLES SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, 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 96402515, AND AMENDED BY FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED JUNE 3, 1996 AS DOCUMENT NUMBER 96418417, TOGETHER WITH THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property of Cook County Clerk's Office

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