### UNOFFICIAL COPPY477035

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Cook County Recorder 28.50

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## MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

**Modification Fee:** 

\$950.00

#### **Purpose of Modification:**

TO MODIFY THE LOAN PROGRAM FROM AN ADJUSTABLE RATE NIV (5/1) TO AN ADJUSTABLE RATE NIV (3/1); TO MODIFY THE INTER:ST RATE FROM 6.500% TO 4.875%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FFOM \$1,777.37 TO \$1,524.93; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE OF \$13,850.00; TO EXTEND THE 10AN MATURITY DATE FROM OCTOBER 1, 2028 TO JANUAR Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 215T day of JANUARY , 2003 by and between MIDAMERICA BANK, FSB

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County of DuPage and State of Illinois (FKA MidAmerica Endoral Savings Bank, and hereinafter referred to as ("MidAmerica") and JOCELYN C WEINZIMMER, AN UNMARPIFD PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at

77 WELLESLEY CIR NORTHBROOK, IL 60062

and legally described as follows:

LOT 25 (EXCEPT THE NORTHEASTERLY 86.66 FEET THEREOF) IN THE IVY CLUB OF NORTHBROOK, BEING A SUBIDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 25, 1996 AS DOCUMENT NUMBER 96895430, IN COOK COUNTY, ILLINOIS.

P.I.N. #

04061120250000

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

TWO HUNDRED EIGHTY THOUSAND ONE HUNDRED AND NO/100 Dollars ( \$280,100.00 ) evidenced by a ("Note") and Mortgage both dated SEPTEMBER 23, 1998 , said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 98892838 and said Note and Mortgage are incorporated into and made a part of this Modification;

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WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated January 21, 2002 (hereinafter referred to as "First Modification");

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note, Mortgage and First 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 Two Hundred Sixty Five Thousand Eight Hundred Eighty Three and 53/100 DOLLARS (\$265,883.53).

THE NOTE AND MORTGAGE DATED 09/23/98 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Thirteen Thousand Eight Hundred Fifty and No/100 DOLLARS (\$13,850.00).

MIDAMERICA WILL FUND AN ALDITIONAL ADVANCE OF Thirteen Thousand Eight Hundred Fifty and No/100 DOLLARS (\$13,850.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDESTEDNESS TO Two Hundred Seventy Nine Thousand Seven Hundred Thirt/ Three and 53/100 DOLLARS (\$279,733.53).

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

AS OF 01/01/03, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 4.875%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 01/01/36 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 6.875%, OR LESS THAN 3.250%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED ON DECREASED ON ANY S'NGLE CHANGE DATE BY MORE THAN TWO PERCENTAGE POINTS (2.00%) FROM THE RATE OF INTEREST THE BORROWERS HAVE BEEN PLYING FOR THE PRECEDING TWELVE MONTHS. THE BORROWERS INTEREST RATE WILL NEVER BE GREATER THAN 10.875%. CALCULATION OF THANGES 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 3E \$1,480.37. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING OF 12/01/03.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 01/0:/3? (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 01/01/33. TO THE EXTELT THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION DIFFER FROM OR ARE INCONSISTENT WITH THE NOTE, MORTGIGE, OR OTHER LOAN DOCUMENTS EXECUTED BY THE BORROWERS, THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION SHALL CONTROL AND GOVERN.

and	effect, and the undersigned promises to perform all of the obligations of	to pay said said indebtedness as herein stated said Mortgage contract, as herein revised.  21st day of January, 2003 .
BOR	rower (s)	
By:	JOCELYN C WEINZIMMER	Ву:
By:		Ву:

# UNOFFICIAL COPM477035 Page 3 of

STATE OF ILLINOIS )
SS
COUNTY OF AUGUST

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

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  $_{\rm HER}$  free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.	
Signature: Xallu (lext)	OFFICIAL SEAL
KAREN CLARK	KAREN CLARK NOTARY PUBLIC, STATE OF ILLINOIS
Name (Typed or Printed)	MY COMMISSION EXPIRES 3-5-2005
My Commission Expires:3605	and the second s
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LENDER:	•
MID AMERICA BANK, fsb.:	
IVIID AVIETICA DAVIR, ISB.:	Laura A. Bishop
talle May 14	Lun of District
STATE OF ILLINOIS )	
COUNTY OF )	
THE UNDERSIGNED, a Notary Public in and for sain	
	personally known to me to be the
Vice President of Mid America Bank, fsl	o., a national banking corporation and the Asct Secretary of said corporation and
personally known to me to be the same persons whose r	names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknow Asst. Secretary they signed and delivered the said instrum	
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 voluntary act and deed of said corporation, for the uses and pu	
~Ntw	NOT OR THEY
GIVEN UNDER MY HAND AND SEAL THIS TO BE	TOP (friday)
Notary Public Levely Christal	•
	-
My Commission Expires:	<del></del>
THIS INSTRUMENT PREPARED BY	WHEN RECORDED RETURN TO:
Kenneth Koranda, President	Mid America Bank, fsb.
Mid America Bank, fsb. 1823 Centre Point Circle, P.O. Box 3142	1823 Centre Point Circle P.O. Box 3142
Naperville, Illinois 60566-7142	Naperville, Illinois 60566-7142
Commence and control	<b>7</b>
OFFICIAL SEAL	Selection of the select

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My Commission Exp. 01/22/2004

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