



0313917032

Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 05/19/2003 09:20 AM Pg: 1 of 5

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

Modification Fee: \$550.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 5.875% TO 5.000%; TO EXTEND THE MATURITY DATE FROM MARCH 1, 2030 TO FEBRUARY 1, 2033; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1,036.62 TO \$904.94; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$575.00.

This Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 8TH day of FEBRUARY, 2003 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 LAUREN E MINEAU, AN UNMARRIED PERSON, NEVER MARRIED

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 7223 SOUTH FLAGG CREEK DR INDIANHEAD PARK, IL 60525 and legally described as follows:
SEE ATTACHED LEGAL

P.I.N. # 18291010180000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED SEVENTY SEVEN THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$177,800.00) evidenced by a ("Note") and Mortgage both dated FEBRUARY 17, 2000, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 00171942 and said Note and Mortgage are incorporated into and made a part of this Modification;

5-1
P-5
MY

UNOFFICIAL COPY

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated December 21, 2001 (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 One Hundred Sixty Eight Thousand and 32/100 DOLLARS (\$168,000.32).

THE NOTE AND MORTGAGE DATED 02/17/00 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Five Hundred Seventy Five and No/100 DOLLARS (\$575.00).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Five Hundred Seventy Five and No/100 DOLLARS (\$575.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Sixty Eight Thousand Five Hundred Seventy Five and 32/100 DOLLARS (\$168,575.32).

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 02/01/03, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 5.000%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 02/01/03, 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 7.000%, OR LESS THAN 3.000%. 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 10.000%. 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 \$904.94. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 03/01/03.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 02/01/33 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 02/01/33. 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.

UNOFFICIAL COPY

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 TRASFEREE TO SIGN AN ASSUMPTION AGREEMENT THAT IS ACCEPTABLE TO LENDER AND THAT OBLIGATES THE TRANSFEREE TO KEEP ALL THE PROMICES 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, Mortgage and First Modification 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 8th day of February, 2003.

BORROWER(S)

By: Lauren E Mineau
LAUREN E MINEAU

By: _____

By: _____

By: _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS
COUNTY OF)

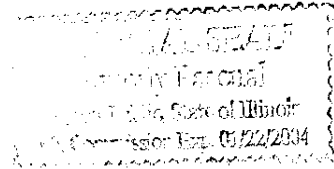
THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

LAUREN E MINEAU

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 Menza
STATE OF ILLINOIS)
)SS
COUNTY OF)

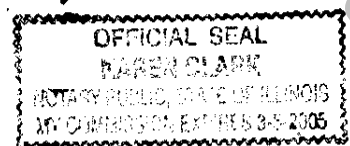
Laura A Bishop

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 19th DAY OF Feb, 2002

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

UNOFFICIAL COPY

LEGAL DESCRIPTION

PARCEL 1:
LOT 35 IN FLAGG CREEK TOWNHOMES, A.P.U.D. - PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTH $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS FOR INGRESS AND EGRESS OVER, UPON AND UNDER LOTS 50 AND 51 FOR THE BENEFIT OF ADD LOTS IN THE SUBDIVISION AND FOR THE BENEFIT OF PARCEL 1 AS DEFINED AND SET FORTH IN PLAT OF SUBDIVISION RECORDED AS DOCUMENT 08-044 765, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS THOSE PORTIONS OF RELOCATED 72ND STREET AND FLAGG CREEK DRIVE FOR THE BENEFIT OF PARCEL 1 AS SET FORTH ON GRANT OF EASEMENT RECORDED OCTOBER 14, 1998 AS DOCUMENT 98-918073.

Property of Cook County