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0314216017

Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 05/22/2003 11:30 AM Pg: 1 of 3

MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 7.000% TO 5.375%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$468.81 TO \$607.84; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS AND TO PROVIDE AN ADDITIONAL ADVANCE OF FUNDS IN THE AMOUNT OF \$18,063.53; TO MODIFY THE LOAN MATURITY DATE FROM DECEMBER 1, 2020 TO MARCH 1, 2018.

This Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 14TH day of MARCH, 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 JESUS DIAZ AND CONSUELO DIAZ, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 1315 W SCHOOL STREET CHICAGO, IL 60657 and legally described as follows:

LOT 35 IN BLOCK 3 IN WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD, IN COOK COUNTY, ILLINOIS.

P.I.N. # 14203260220000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of FORTY THREE THOUSAND AND NO/100 Dollars (\$43,000.00) evidenced by a ("Note") and Mortgage both dated NOVEMBER 9, 1990 , said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 90561791 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 March 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 Fifty Six Thousand Nine Hundred Thirty Six and 47/100 DOLLARS (\$56,936.47).

THE NOTE AND MORTGAGE DATED 11/09/90 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Eighteen Thousand Sixty Three and 53/100 DOLLARS (\$18,063.53).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Eighteen Thousand Sixty Three and 53/100 DOLLARS (\$18,063.53) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Seventy Five Thousand and No/100 DOLLARS (\$75,000.00).

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 03/01/03, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 5.375%.

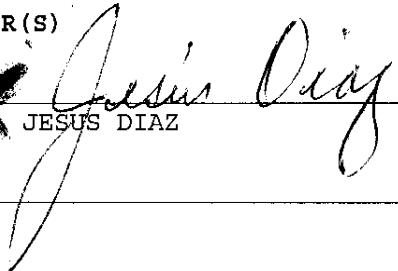
THIS MODIFIED INTEREST RATE WILL REMAIN CONSTANT FOR THE REMAINING TERM OF THE LOAN. THE PRINCIPAL AND INTEREST PAYMENT BASED ON THE RATE INDICATED ABOVE WILL BE \$607.84. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 04/01/03.

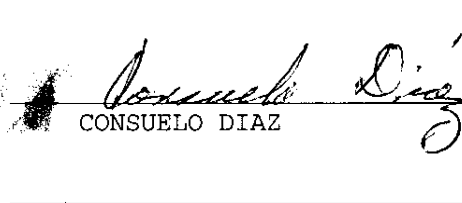
IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 03/01/18 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 03/01/18. TO THE EXTENT THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION DIFFER FROM OR ARE INCONSISTENT WITH THE NOTE, MORTGAGE, 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 and First 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 14th day of March, 2003.

BORROWER(S)

By:  _____
JESUS DIAZ

By:  _____
CONSUELO DIAZ

By: _____

By: _____

