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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 \$^{14}TH\$ day of \$^{MARCH}\$, \$^{2003}\$ by and between MIDAMERICA BANK, FSB

of the

County of DuPage and State of Illinois (FKA MidAmerica Foderal Savings Bank, and hereinafter referred to as ("MidAmerica") and JESUS DIAZ AND CONSUELO DIAZ, FUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property 'ocated 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, RAIGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF CHICAGO, EVANSTON AND LAVE 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 evidenced by a ("Note") and Mortgage both dated NOVEMBER 9, 1990 , recorded in the office of Recorder of Deeds of COOK County, 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 O' 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 'NEALD 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, ADJUSTALE RATE CHANGES, AND PREPAYMENT PENALTY (AS APPLICABLE) OF THE NOTE AS FOLLOWS:

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

THIS MODIFIED INTEREST RATE WILL REMAIN CONSTANT F'^{p} THE REMAINING TERM OF THE LOAN. THE PRINCIPAL AND INTEREST PAYMENT BASED ON THE RATE INDICATED ABOVE WILL BE \$607 oc. 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 PAIL NO LATER THAN 03/01/18 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 03/01/17. TO THE EXTENT THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION DIFFER FROM OR ARE INCONSISTENT WIFF THE NOTE, MORTGAGE, OR OTHER LOAN DOCUMENTS EXECUTED BY THE BORROWERS, THE TERMS, CONDITIONS AND PROVISIONS OF THIS NODIFICATION 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 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: JEŞUS DIAZ	By: Joseph Diaz
Ву:	By:

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STATE OF ILLINOIS)
COUNTY OF Light)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that $\tt JESUS\ DIAZ\ AND\ CONSUELO\ DIAZ$

whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that $_{\mathtt{The\ Y}}$ signed and delivered the said instrument as $_{\mathtt{THEIR}}$ free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.	
Vanne Maria	OFFICIAL SEAL
Signature:	
MAREN CLARK	NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC, STATE OF ILLINOIS
Name (Typed or Printed)	MY COMMISSION
My Commission Expires: 35/05	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
LENDER:	
MID AMERICA BANK, fsb.:	
MID AMERICA BANK, ISD.:	
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STATE OF ILLINOIS	
) 3S	
COUNTY OF )	
THE UNDERGIONED is Notice Dublic to and for an	August and about a facilities and a late of the second
THE UNDERSIGNED, a Notary Public in and for said	personally known to me to be the
Vice President of Mid America Bank, fst	o., a national banking corporation and
Deana Boehm	the Asst Secretary of said corporation and
personally known to me to be the same persons whose nappeared before me this day in person and severally acknowledge.	
Asst. Secretary they signed and delivered the said instrum	
Secretary of said corporation and caused the corporate seal of	
authority, given by the Board of Directors of said corporation voluntary act and deed of said corporation, for the uses and pu	
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GIVEN UNDER MY HAND AND SEAL THIS 25 DA	AY OF March, 2003
	<b>O</b>
Notary Public Secrety Cascul	
My Commission Expires: 1-22-04	<u></u>
THIS INSTRUMENT PREPARED BY	WHEN RECORDED RETURN TO:
Kenneth Koranda, President	Mid America Bank, fsb.
Mid America Bank, fsb.	1823 Centre Point Circle
1823 Centre Point Circle, P.O. Box 3142 Naperville, Illinois 60566-7142	P.O. Box 3142 Naperville, Illinois 60566-7142
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