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Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 05/27/2003 10:09 AM Pg: 1 of 3

MID AMERICA BANK, fsb. THIRD LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 7.000% TO 5.500%; TO EXTEND THE MATURITY DATE FROM FEBRUARY 1, 2010 TO FEBRUARY 1, 2018; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$714.21 TO \$735.37; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$42,772.51.

This Third Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 7TH day of FEBRUARY, 2003 by and between MIDAMERICA BANK, FSB

County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank, and hereinafter referred to as ("MidAmerica")) and

PINNACLE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/27/94, AND KNOWN AS TRUST NO. 11030 (hereinafter referred to collectively as "Borrowers") shall affect the property located at 7761 W NORTH AVENUE RIVER FOREST, IL 60305

and legally described as follows:

THE NORTH 60.50 FEET OF LOT 16 (EXCEPT EAST 38.21 FEET THEREOF AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF); THE NORTH 60.50 FEET OF LOT 17 (EXCEPT WEST 50 FEET THEREOF AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF); THE NORTH 9.33 FEET OF THE SOUTH 67.33 FEET OF THE WEST 50 FEET (AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) OF LOT 17 IN EDWIN E. WOOD'S SUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 42 ACRES THEREOF, (EXCEPT THE WEST 220.62 FEET OF THAT PART LYING NORTH OF A LINE 200 FEET NORTH OF THE NORTH LINE OF THE SOUTH 66 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1), IN COOK COUNTY, ILLINOIS.

P.I.N. # 15011040380000 15011040450000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of SEVENTY EIGHT THOUSAND NINE HUNDRED AND NO/100 Dollars (\$78,900.00) evidenced by a ("Note") and Mortgage both dated JANUARY 9, 1995, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 95144937 and said Note and Mortgage are incorporated into and made a part of this Modification;

S-Yes
P-3
S-no
M-yes
HP

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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 June 30, 1995 (hereinafter referred to as "First Modification");

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated January 30, 1998 (hereinafter referred to as "Second Modification");

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note, Mortgage, First Modification, and Second 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 Forty Seven Thousand Two Hundred Twenty Seven and 46/100 DOLLARS (\$47,227.46).

THE NOTE AND MORTGAGE DATED 01/09/95 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Forty Two Thousand Seven Hundred Seventy Two and 54/100 DOLLARS (\$42,772.54).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Forty Two Thousand Seven Hundred Seventy Two and 54/100 DOLLARS (\$42,772.54) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Ninety Thousand and No/100 DOLLARS (\$90,000.00).

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 02/01/03, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 5.500%.

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 \$735.37. 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 02/01/18 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 02/01/18. 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.

THIS DOCUMENT IS NOT VALID UNLESS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THE SIGNATURES OF THE PARTIES TO THIS AGREEMENT ARE HEREBY ACKNOWLEDGED AS VALID AND BINDING. THE PARTIES TO THIS AGREEMENT HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAVE AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PARTIES TO THIS AGREEMENT HAVE NOT BEEN ADVISED OF ANY OTHER RIGHTS OR OBLIGATIONS. THE PARTIES TO THIS AGREEMENT HAVE NOT BEEN ADVISED OF ANY OTHER RIGHTS OR OBLIGATIONS. THE PARTIES TO THIS AGREEMENT HAVE NOT BEEN ADVISED OF ANY OTHER RIGHTS OR OBLIGATIONS.

Successor to Pinnacle Bank
FIFTH THIRD BANK NOT INDIVIDUALLY BUT
PINNACLE BANK
AS TRUSTEE OF THE TRUST # 11030
BY: Mary Jane
Cant

In all respects, said Note, Mortgage, First Modification and Second 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 7th day of February, 2003.

BORROWER(S)

By: _____

By: _____

By: _____

By: _____

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STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

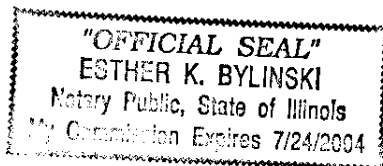
THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

Nancy Fudala
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: Esther K. Bylinski

Name (Typed or Printed)



My Commission Expires: 7/24/2004

LENDER:

MID AMERICA BANK, fsb.,

Karen Menza

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, 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 3rd DAY OF March, 2003.

Notary Public Jennifer Dossert

My Commission Expires: 1-22-04

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

