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Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 06/02/2003 02:11 PM Pg: 1 of 4

MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE LOAN PROGRAM TO RESET INITIAL TERM ON AN AJUSTABLE RATE (5/1); TO MODIFY THE INTEREST RATE FROM ~~6.625%~~ TO 5.375%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1,771.98 TO ~~\$1,771.98~~; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF \$950.00; TO EXTEND THE LOAN MATURITY DATE FROM OCTOBER 1, 2030 TO SEPTEMBER 1, 2032.

This Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 22ND day of SEPTEMBER, 2002 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 MOHAMED A. ZAVERI AND RABIYA M. ZAVERI, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 5376 GALLOWAY HOFFMAN ESTATES, IL 60192 and legally described as follows:
LOT 253 IN BRIDLEWOOD FARM UNIT THREE, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

✓ P.I.N. # 06041020080000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of TWO HUNDRED FIFTY TWO THOUSAND ONE HUNDRED FORTY AND NO/100 Dollars (\$252,140.00) evidenced by a ("Note") and Mortgage both dated SEPTEMBER 8, 2000, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 00742411 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 May 30, 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 Two Hundred Sixty Nine Thousand Forty and 60/100 DOLLARS (~~\$269,040.60~~). **\$269,240.60**

THE NOTE AND MORTGAGE DATED 09/08/00 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Nine Hundred Fifty and No/100 DOLLARS (\$950.00).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Nine Hundred Fifty and No/100 DOLLARS (\$950.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Two Hundred Sixty Nine Thousand Nine Hundred Ninety and 60/100 DOLLARS (~~\$270,990.60~~). **\$270,190.60**

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 09/01/02, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 5.375%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 09/01/07 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 7.375%, OR LESS THAN 3.375%. 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 10.375%. 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 \$1,511.86. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 10/01/02.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 09/01/32 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 09/01/32. 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.

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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 TRANSFEREE TO SIGN AN ASSUMPTION AGREEMENT THAT IS ACCEPTABLE TO LENDER AND THAT OBLIGATES THE TRANSFEREE TO KEEP ALL THE PROMISES 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 22nd day of September, 2002.

BORROWER(S)

By: M.A.H. Zaveri
M.A.H. Zaveri
 MOHAMED A. ZAVERI

By: Rabia M Ashraf Zaveri
RABIYA M. ZAVERI

By: _____

By: _____