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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:

Purpose of Modification:

TO MODIFY THE LOAN PROGRAM TO PESET 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 EXIFND 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 by and between MIDAMERICA BANK, FSB into this 22ND day of SEPTEMBER 2002

County of DuPage and State of Illinois (FKA MidAmerica Foderal Savings Bank, and hereinafter referred to as MOHAMED A. ZAVERI AND RABIYA M JAVERI, HUSBAND AND WIFE ("MidAmerica") and

(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 PROJCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

06041020080000

WHEREAS, MidAmerica has previously loaned the Borrower(s)the principal sum of

Dollars (\$252,140.00) TWO HUNDRED FIFTY TWO THOUSAND ONE HUNDRED FORTY AND NO/100 evidenced by a ("Note") and Mortgage both dated SEPTEMBER 8, 2000 County, said Mortgage having been recorded in the office of Recorder of Deeds of COOK ILLINOIS as Document Number and said Note and Mortgage are incorporated into and made a 00742411 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). \$9.269.240.60

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 Kine Hundred Fifty and No/100 DOLLARS (\$950.00).

MIDAMERICA WILL FUND AN AUDITIONAL ADVANCE OF Nine Hundred Fifty and No/100 DOLLARS (\$950.00) WHICH SHALL INCREASE THE UNPAID PRINCTPAL BALANCE OF SUCH INDEBTEDNESS TO Two Hundred Sixty Nine Thousand Nine Hundred Ninety and 60/100 DOLLARS (\$45, 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 ADJUSTALE RATE CHANGES, AND PREPAYMENT PENALTY (AS APPLICABLE) OF THE NOTE AS FOLLOWS:

AS OF 09/01/02, THE MODIFIED 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 CATCHANGES 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 SE \$1,511.86. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING OF 1)/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, MORTG.GE, 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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STATE OF ILLINOIS)
(SS COUNTY OF JUFUEL)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that MOHAMED A. ZAVERI AND RABIYA M. ZAVERI

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

WITNESS my hand and official seal.	
Signature: <u>Augustark</u>	
Name (Typed or Printed)	OFFICIAL SEAL KAREN CLARK NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: 3/5/5	MY COMMISSION EXPIRES 3-5-2005
LENDER:	
MID AMERICA BANK, fsb.:	\sim 0.
Lasen Ma VI	Mouly a Gross, asst Sury
STATE/OF ILLINOIS	V
COUNTY OF)	
THE UNDERSIGNED, a Notary Public in and for KAREN MENZA	said county and state aforesaid, do hereby certify, that, personally known to me to be the
Vice President of Mid America Bank,	fsb., a national banking corporation and the Asst. Secretary of said corporation and
personally known to me to be the same persons whose appeared before me this day in person and severally acknown. Asst. Secretary they signed and delivered the said inst Secretary of said corporation and caused the corporate seauthority, given by the Board of Directors of said corporation voluntary act and deed of said corporation, for the uses an	se names are subscribed to the foregoing instrument, nowledged that as such Vice President and rument as the Vice President and Asst. eal of said corporation to be affixed thereto, pursuant to tion as their free and voluntary act, and as the free and
GIVEN UNDER MY HAND AND SEAL THIS 44	DAY OF October, woz.
Notary Public Clark	OFFICIAL SEAL KAREN CLARK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3-5-2005
My Commission Expires: 3/5/05	
THIS INSTRUMENT PREPARED BY	WHEN RECORDED RETURN TO:

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 0315118204 Page: 4 of 4

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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 TRANSFERE 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 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 22nd day of September , 2002 .

By:	MOHAMED	m.A.H. A. ZAVERI	Zaven	By:	Rabia.	m Ashrol	2 aven
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