Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 06/11/2003 03:24 PM Pg: 1 of 4

MID AMERICA BANK, fsb. THIRD LOAN MODIFICATION AGREEMENT

Modification Fee:

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 5.875% TO 5.375%; TO EXTEND THE MATURITY DATE FROM SEPTEMBER 1, 2032 TO FEBRUARY 1, 2033; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$2,180.69 TO \$2,030.37; TO MCDIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND 13 PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$575.00.

This Third Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into MIDAMERICA BANK, FSB 8TH day of FEBRUARY , 2003 by and between the of

County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank, and hereinafter referred to as SURYAKANT CHANDUBHAI PATEL AND ANILA S PATEL, HUSBAND AND WIFE ("MidAmerica") and

(hereinafter referred to collectively as "Borrowers") shall affect the properly located at and legally described as follows: 1463 COLUMBIA LN BARRINGTON, IL 60010

LOT 7 IN AMENDED - THE OAKS OF BARRINGTON, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIF 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 23, 1998 AS DOCUMENT 08061593, IN COOK COUNTY, ILLINOIS.

01123000040000 P.I.N. #

WHEREAS, MidAmerica has previously loaned the Borrower(s)the principal sum of \$421,800.00) FOUR HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED AND NO/100 evidenced by a ("Note") and Mortgage both dated AUGUST said Mortgage having been AUGUST 31, County, ILLINOIS and Said Note and Mortgage are incorporated into and made a recorded in the office of Recorder of Deeds of COOK as Document Number 99854332 part of this Modification;

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated April 19, 2002 (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

September 2, 2002 (hereinafter referred to as

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 Three Hundred Sixty Two Thousand Eleven and 9/100 DOLLARS (\$362,011.09).

THE NOTE AND MORTGA E LATED 08/31/99 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Five Hundred Seventy Five and No/100 DOLLARS (\$575.00).

MIDAMERICA WILL FUND AN FIDITIONAL ADVANCE OF Five Hundred Seventy Five and No/100 DOLLARS (\$575.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Three Hundred Sixty Two Thousand Five Hundred Eighty Six and 9/100 DOLLAFS (\$362,586.09).

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 02/01/03, THE MODIFIED INTEREST RATE ON THE JOWN WILL BE 5.375%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 02/01/08, AND ON THAT DATE EVERY 12TH MONTH THEREAFTER. EACH DATE ON WHICH THE ADJUSTABLE RATE COULD CHANGE IS CALLED A "CHANGE DETE". THE INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY AT THE NEXT CHANGE DATE WILL NOT BE GREATER THAN 7.379%, OR LESS THAN 3.375%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OR DECREASED ON ANY SINGLE (H'NGE DATE BY MORE THAN TWO PERCENTAGE POINTS (2.00%) FROM THE RATE OF INTEREST THE BORROWERS HAVE BEEN PAYING LOF 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 $(2, \sqrt{30.37})$. 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 02/01/33 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 02/01/33. TO THE EXTENT THE TEPMS, 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 CONTEST, 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 TRANFEREE 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 Modification shall remain in full force a pay said said indebtedness as herein stat of said Mortgage contract, as herein review executed, sealed and Colivered this	ed and to perform all of the obligations
By: SURYAKANT CHANDUBHAI PATEL	By: Anila s Patel
Ву:	Ву:
	C/O/T

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STATE OF ILLINOIS)	, ,
COUNTY OF)	
THE UNDERSIGNED, a Notary Public in and for said co SURYAKANT CHANDUBHAI PATEL AND ANILA S PATEL whose names are subscribed to the foregoing instrument, appearsigned and delivered the said instrument as THEIR free an set forth.	unty and state, do hereby certify that ared before me this day in person, and that The Y d voluntary act, for the uses and purposes therein
WITNESS my hand and official seal.	
Signature: Secretly Sacecial Beverly Sacecial Name (Typed or Printed)	Boyony Pasons (
My Commission Expires:	My Commission Exp. 07/20120
LENDER:	
MID AMERICA BANK, fsb.:	
STATE OF ILLINOIS () COUNTY OF	auro J. Paby
THE UNDERSIGNED, a Notary Public in and for said converse Public in an additional converse Public in a converse Public in an additional converse Public in an additional converse Public in a	infy and state aforesaid, do hereby certify, that
personally known to me to be the same persons whose names appeared before me this day in person and severally acknowledge Asst. Secretary they signed and delivered the said instrument a Secretary of said corporation and caused the corporate seal of sai authority, given by the Board of Directors of said corporation as the voluntary act and deed of said corporation, for the uses and purpose	a national banking corporation and Asst. Secretary of said corporation and are subscribed to the foregoing instrument, dithat as such. Vice President and Asst. discorporation to be affixed thereto, pursuant to eir free and voluntary ac', and as the free and est therein set forth.
GIVEN UNDER MY HAND AND SEAL THIS ALLDAY OF	: (166 90)9
Notary Public AMUClark	GATTOTAL SEAL
My Commission Expires:	ABBY CLARK POTATY PUBLIC, STATE OF HUMOIS
THIS INICIDIAGNET	MY CORRESSION EXPONES 3-5-2018 }

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