

Rx Date/Time

MAY-21-2003 (WED) 11:12

UNOFFICIAL COPY

May-21-03 10:25am From-



0323116172

Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 08/19/2003 12:00 AM Pg: 1 of 3

**MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT**

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 6.000% TO 4.625%; TO MODIFY THE LOAN PROGRAM FROM AN ADJUSTABLE 3/1 TO AN ADJUSTABLE 5/1; TO EXTEND THE MATURITY DATE FROM NOVEMBER 1, 2031 TO MAY 1, 2043; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1247.06 TO \$936.69; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$575.00.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 1ST day of MAY 2003 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 BRIAN M O'NEILL, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 411 S SANGAMON UNIT 7C CHICAGO, IL 60607 and legally described as follows:

UNIT NO. 7-C IN THE SANGAMON LOFT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 10 (EXCEPT THE SOUTH 48.7 FEET THEREOF) AND ALL OF LOTS 11, 12, 13 AND 14 IN BLOCK 23 IN DUNCAN'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SUVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26972717 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVDED PERCENTAGE INTERST IN THE COMMON ELEMENTS.

P.I.N. # 17172360131020

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

TWO HUNDRED EIGHT THOUSAND AND NO/100 Dollars (\$208,000.00)
evidenced by a Note ("Note") and Mortgage both dated OCTOBER 25, 2001, said Mortgage having been
recorded in the office of Recorder of Deeds of COOK County, ILLINOIS
as Document Number 0011048924 and said Note and Mortgage are incorporated into and made a
part of this Modification;

5-2es
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P. 007

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T-648 P.07/11 F-483

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 and Mortgage 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 1st day of May, 2003.

BORROWER(S)

By: Brian M O'Neill By: _____
 BRIAN M O'NEILL

By: _____

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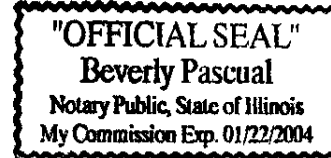
STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that BRIAN M O'NEILL whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that he signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature:

Beverly Pascual
BEVERLY PASCUAL
Name (Typed or Printed)



My Commission Expires: _____

LENDER:

MID AMERICA BANK, fsb.

Donna Zahud

Donna Zahud

STATE OF ILLINOIS)
)SS
COUNTY OF Cook

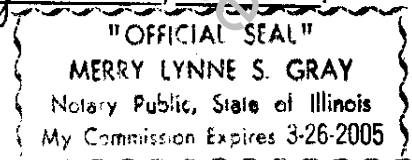
THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Deana Boehm personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and Donna Zahud, the Asst. Secretary of said corporation and personally known to me 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 28 DAY OF May 2003

Notary Public

Merry Lynne S. Gray

My Commission Expires: 3/26/05



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

