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W#2304510605c



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Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 08/25/2003 07:32 AM Pg: 1 of 3

MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee: \$955.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 5.875% TO 4.5%; TO MODIFY THE PRINCIPAL AND INTEREST FROM \$938.34 TO \$833.03; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS IN THE AMOUNT OF \$10,575.00; TO MODIFY THE MATURITY DATE FRO M12/1/11 TO 7/1/13.

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This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 26TH day of JUNE, 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 ROSS FINAZZO AND BETTY JO FINAZZO, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 7907 W 74TH PLACE BRIDGEVIEW, IL 60455 and legally described as follows:

LOT NINE (9) IN MAKAROFF SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 182511100090000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of EIGHTY FIVE THOUSAND AND NO/100 Dollars (\$85,000.00) evidenced by a Note ("Note") and Mortgage both dated NOVEMBER 20, 2001, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 0011175077 and said Note and Mortgage are incorporated into and made a part of this Modification;

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WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note and Mortgage 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 Seventy Four Thousand Six Hundred Twenty Eight and 76/100 DOLLARS (\$74,628.76).

THE NOTE AND MORTGAGE DATED 11/20/01 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Ten Thousand Five Hundred Seventy Five and No/100 DOLLARS (\$10,575.00).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Ten Thousand Five Hundred Seventy Five and No/100 DOLLARS (\$10,575.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Eighty Five Thousand Two Hundred Three and 76/100 DOLLARS (\$85,203.76).

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 07/01/03, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 4.500%.

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 \$883.03. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 08/01/03.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 07/01/13 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 07/01/13. 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.

In all respects, said Note and Mortgage 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 26th day of June, 2003.

BORROWER(S)

By: Ross Finazzo
ROSS FINAZZO

By: Betty Jo Finazzo
BETTY JO FINAZZO

By: _____

By: _____

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STATE OF ILLINOIS)
)SS
COUNTY OF DePage

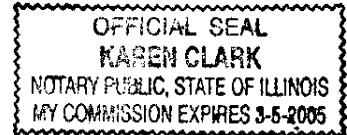
THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that
ROSS FINAZZO AND BETTY JO FINAZZO
whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that they
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein
set forth.

WITNESS my hand and official seal.

Signature: *Karen Clark*

KAREN CLARK
Name (Typed or Printed)

My Commission Expires: 3/5/05



LENDER:

MID AMERICA BANK, fsb.:

Karen Menza

Donna Zalud

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, personally known to me to be the _____
Vice President of Mid America Bank, fsb., a national banking corporation and
Donna Zalud, 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 15 DAY OF July, 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