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Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 08/27/2003 10:10 AM Pg: 1 of 3

MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee: \$250.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 6.500% TO 4.625%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1,219.55 TO \$1,303.02; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE OF \$18,126.08; TO MODIFY THE LOAN MATURITY DATE FROM FEBRUARY 1, 2014 TO JULY 1, 2013.

[Handwritten signature]
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This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 15TH day of JULY, 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 RICHARD D FOODY AND MARIA E FOODY, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 505 YORK RD RIVERSIDE, IL 60546 and legally described as follows:

LOT 1 IN DUNN'S RESUBDIVISION, BEING A SUBDIVISION OF LOT 1 OF BETZER'S PLAT OF RESUBDIVISION AND PART OF LOT 1099 IN BLOCK 24 IN THIRD DIVISION OF RIVERSIDE IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 15254150400000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$140,000.00) evidenced by a Note ("Note") and Mortgage both dated JANUARY 21, 1999, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 99083095 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 One Hundred Six Thousand Eight Hundred Seventy Three and 92/100 DOLLARS (\$106,873.92).

THE NOTE AND MORTGAGE DATED 01/21/99 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Eighteen Thousand One Hundred Twenty Six and 8/100 DOLLARS (\$18,126.08).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Eighteen Thousand One Hundred Twenty Six and 8/100 DOLLARS (\$18,126.08) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Twenty Five Thousand and No/100 DOLLARS (\$125,000.00).

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 4.625%.

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 \$1,303.02. 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 15th day of July, 2003.

BORROWER(S)

By: _____
RICHARD D FOODY

By: Maria E Foody
MARIA E FOODY

By: _____

By: _____

