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0324708079 Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 09/04/2003 07:55 AM Pg: 1 of 5

MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

Modification Fee:

\$95J 00

Purpose of Modification:

TO MODIFY INTEREST RATE FROM 6 000% TO 4.625%; TO MODIFY PRINCIPAL AND INTEREST FROM \$629.52 TO \$433.70; TO MODIFAY MATURITY DATE FROM 09/01/2032 TO 08/01/2033; AND TO MODIFY TO RESTART FIXED PERIOD OF 60 MONTHS.

This Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered by and between MIDAMERICA BANK, FSB ,2003 4TH day of AUGUST into this

the

County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank, and hereinafter referred to as AGRON HASKO, HUSBAND AND WIFE IND LINDITA HASKO ("MidAmerica") and

(hereinafter referred to collectively as "Borrowers") shall affect the property located at and legally described as follows: 10146 HARTFORD CT #3A SCHILLER PARK, IL 60176 SEE ATTACHED LEGAL DISCRIPTION

P.I.N. # 12211110211009

WHEREAS, MidAmerica has previously loaned the Borrower(s)the principal sum of \$105,000.00) ONE HUNDRED FIVE THOUSAND AND NO/100 Mortgage having been said evidenced by a ("Note") and Mortgage both dated AUGUST 5, 2002 County, ILLINOIS recorded in the office of Recorder of Deeds of COOK and said Note and Mortgage are incorporated into and made a as Document Number 0020881090 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 September 1, 2003 (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 Eighty Four Thousand Three Hundred Fifty Six and 7/100 DOLLARS (\$84,356.07).

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 08/01/03, THE MODIF FO INTEREST RATE ON THE LOAN WILL BE 4.625%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 08/01/08, 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 6.625%, OR LESS THAN 3.250%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OF FECREASED ON ANY SINGLE CHANGE DATE BY MORE THAN TWO PERCENTAGE POINTS (2.00%) FROM THE RATE OF INTEREST THE BORROVERS HAVE BEEN PAYING FOR THE PRECEDING TWELVE MONTHS. THE BORROWERS INTEREST RATE WILL NEVER BE GREATER THAN 9.625%. 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 \$433.70. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MON'H BLGINNING ON 09/01/03.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID 10 LATER THAN 08/01/33 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 08/01/3 TO THE EXTENT THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION DIFFER FROM OR ARE INCONSISTENT WIT. THE NOTE, MORTGAGE, 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 TOWIHS. THE LOAN WILL BECOME ASSUMABLE HS. AFTER THE FIRST INTEREST RATE ADJUSTMENT DATE.

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	COUNTY OF)SS)		
whose	GRON HASKO AND LIN names are subscribed t and delivered the said	o the foregoing instrument,	appeared before me this	ereby certify that day in person, and that the Y the uses and purposes therein
	WITNESS my hand an	d official seal.		
	Signature:	Nauce Clark		
	Name	(Typed or Printed)	KAI NOTARY PUB	ICIAL SEAL SEN CLARK LIC, STATE OF ILLINOIS SIUN EXPIRES 3-5-2005
	My Commission Expire	es:		
LENDE	<u>:R:</u>	Ž-	0	2 4
	MID AMERICA BANK,	fsb.:	A	
6	STATE OF ILLINOIS COUNTY OF COOK	Iss C	Nama &	Salua
	THE UNDERSIGNED,	a Notary Public in and for	said county and state a	foresaid, do hereby certify, that
Vice	President of	Mid America Bank,		banking corporation and ry of said corporation and
appear Asst. S Secret author	red before me this day in Secretary they signed a cary of said corporation in the Board	n person and severally ackr and delivered the said insti and caused the corporate se	nowledged that as Such _ rument as theeal of said corporation to tion as their free and vol	d to the foregoing instrument, Vice President and Vice President and Asst. be affixed thereto, pursuant to untary act, and as the free and rth.
	GIVEN UNDER MY H	AND AND SEAL THIS	DAY OF	
	Notary Public The	es: 3/06/04	Graf MER	OFFICIAL SEALY RY LYNNE S. GRAY tary Public, State of Illinois minission Expires 3-26-2005
	My Commission Expir	es: 3/86/65		

THIS INSTRUMENT PREPARED BY Kenneth Koranda, President Mid America Bank, fsb. 1823 Centre Point Circle, P.O. Box 3142 Naperville, Illinois 60566-7142

STATE OF ILLINOIS)

WHEN RECORDED RETURN TO: Mid America Bank, fsb. 1823 Centre Point Circle P.O. Box 3142 Naperville, Illinois 60566-7142

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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.

6.33	in all re	spects, said	Note, Mortgag	ge and	First Modificati	on shall r	emain in
rull	force and	eitect, and	the undersign	ned pro	mises to pay sa:	id said ind	lebtedness
as n	erein stat	ed and to per	form all of	the obl	igations of said	d Mortgage	contract,
as h	erein revi						
	Executed,	sealed and d	elivered this	<u>4th</u>	day of Augu	st	2003
BORR	OWER(S))x				
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ALTA RESIDENTIAL LIMITED COVERAGE

JUNIOR LOAN POLICY

LEGAL DESCRIPTION (CONTINUED)

POLICY NO.: 1408 023013907 HE

UNIT 3A IN 10146 HARTFORD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 (EXCEPT THE WEST 18.0 FEET THEREOF) AND THE WEST 24.25 FEET OF LOT 3 IN HARTFORD COURT SUBDIVISION, BEING A RESUBDIVISION OF LOTS 3 TO 5 IN FREDERICK H. BARTLETT'S IRVING PARK AND LA GRANGE ROAD FARMS, BEING A SUBDIVISION IN THE SOUTH 417.42 FEET OF THE EAST 626.13 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS EL INT C.
N ELEME,
OF COOK COUNTY CIERK'S OFFICE DUCUMENT 00304316 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS