

# UNOFFICIAL COPY

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Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/15/2003 07:53 AM Pg: 1 of 4

## MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

4

Modification Fee: \$950.00

### Purpose of Modification:

TO MODIFY INTEREST RATE FROM 8.25% TO 4.75%; TO MODIFY PRINCIPAL AND INTEREST FROM \$1,859.38 TO \$1,314.55; TO MODIFY TO CHANGE LOAN PROGRAMS FROM AN ADJUSTABLE 3/1 ARM NIV TO AN ADJUSTABLE 5/1 ARM NIV. TO MODIFY TO EXTEND MATURITY DATE FROM 11/01/30 TO 07/01/33; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$10,148.49.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 1ST day of AUGUST, 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 MICHAEL F MARINO, AN UNMARRIED PERSON AND JOHN M MARINO SR AND MARTHA L MARINO, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 8528 W 87TH STREET HICKORY HILLS, IL 60457 and legally described as follows:

LOT 2 IN SMITH SUBDIVISION BEING A RESUBDIVISION OF LOT 69 IN ROBERT BARTLETT'S WOODLANDS PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID SMITH SUBDIVISION, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 18, 1975, AS DOCUMENT 2795373

P.I.N. # 18353070170000

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

TWO HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars ( \$247,500.00 )  
evidenced by a Note ("Note") and Mortgage both dated OCTOBER 25, 2000, said Mortgage having been  
recorded in the office of Recorder of Deeds of COOK County, ILLINOIS  
as Document Number 00860626 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 Two Hundred Forty One Thousand Eight Hundred Fifty One and 51/100 DOLLARS (\$241,851.51).

THE NOTE AND MORTGAGE DATED 10/25/00 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Ten Thousand One Hundred Forty Eight and 49/100 DOLLARS (\$10,148.49).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Ten Thousand One Hundred Forty Eight and 49/100 DOLLARS (\$10,148.49) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Two Hundred Fifty Two Thousand and No/100 DOLLARS (\$252,000.00).

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 ON THE LOAN WILL BE 4.750% UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 07/01/08, 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 6.750%, OR LESS THAN 3.250%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OR DECREASED ON ANY SINGLE CHANGE DATE BY MORE THAN TWO PERCENTAGE POINTS (2.00%) FROM THE RATE OF INTEREST THE BORROWERS HAVE BEEN PAYING FOR THE PRECEDING TWELVE MONTHS. THE BORROWERS INTEREST RATE WILL NEVER BE GREATER THAN 9.750%. 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 \$1,314.55. 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 07/01/33 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 07/01/33. 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.

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 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 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 August, 2003.

BORROWER(S)

By: Michael F. Marino  
MICHAEL F MARINO

By: John M. Marino Sr  
JOHN M MARINO SR

By: Martha L. Marino  
MARTHA L MARINO

By: \_\_\_\_\_



