



Doc#: 0327313050  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 09/30/2003 09:49 AM Pg: 1 of 3

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

Modification Fee: \$950.00

**Purpose of Modification:**

TO MODIFY INTEREST RATE FROM 6.250% TO 4.000%; TO MODIFY PRINCIPAL AND INTEREST FROM \$1244.97 TO \$649.29; TO MODIFY TO RESTART A FIXED PERIOD OF 36 MONTHS; AND TO MODIFY MATURITY DATE FROM 12/1/16 TO 6/1/13.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 20TH 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 EDMUND TERVYDIS AND SIMONE M TERVYDIS, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 3419 S 54TH AVENUE CICERO, IL 60804 and legally described as follows:  
THE SOUTH 2 FEET OF LOT 11 AND ALL OF LOT 12 AND THE NORTH 4 FEET OF LOT 13 IN BLOCK 1 IN SAMUEL SPIRO'S SUBDIVISION OF BLOCK 15 OF BALDWIN SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 1633121067

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED FORTY FIVE THOUSAND TWO HUNDRED AND NO/100 Dollars ( \$145,200.00 ) evidenced by a Note ("Note") and Mortgage both dated NOVEMBER 1, 2001, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 0011112660 and said Note and Mortgage are incorporated into and made a part of this Modification;

# UNOFFICIAL COPY

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 Thirty Six Thousand Two and 55/100 DOLLARS (\$136,002.55).

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 06/01/03, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 4.000%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 06/01/06, 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 6.000%, OR LESS THAN 2.750%. 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 10.000%. 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 \$649.29. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 07/01/03.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 06/01/33 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 06/01/33. 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.

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 20th day of June, 2003.

BORROWER(S)

By: Edmund Tervydis  
EDMUND TERVYDIS

By: Simone Tervydis  
SIMONE M TERVYDIS

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

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

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF Deppa ) SS

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

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.

Deana Boehm

Donna Zahed

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that

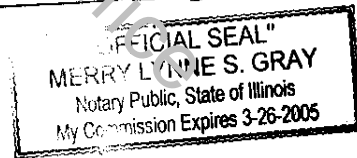
Deana Boehm, personally known to me to be the \_\_\_\_\_ Vice President of Mid America Bank, fsb., a national banking corporation and Donna Zahed, the Asst. Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared 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 30 DAY OF June, 2003

Notary Public \_\_\_\_\_

Merry L. Gray  
3/26/05

My Commission Expires: \_\_\_\_\_



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