

Doc#: 0330708052
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 11/03/2003 07:52 AM Pg: 1 of 3

MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee:

\$95%.00

Purpose of Modification:

TO MODIFY THE LOAN PROGRAM TO RESET INITIAL TERM ON A BALLOON 7; TO MODIFY THE INTEREST RATE FROM 5.750% TO 4.375%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1,330.02 TO \$1,110.97; TO LATEND THE LOAN MATURITY DATE FROM AUGUST 1, 2009 TO AUGUST 1, 2010; TO MODIFY TO REMOVE PRIVATE MORTGAGE INSURANCE.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 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 RAKESH KUMAR AND SAVITA SINGH, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at

700 W VAN BUREN ST APT 1006 CHICAGO, IL 60607

and legally described as follows:

UNIT 1006 IN THE 700 W VAN BUREN CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 5 TO 8 IN MICAJAM GLASSCOCK'S SUBDIVISION OF LOTS 8 TO 12 1N LYOCK 21 IN THE SCHOOL SECTION ADDITION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECEMBER OF CONDOMINIUM RECORDED AS DOCUMENT 0010777255, AND AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST INT HE COMMON ELEMENTS.

P.I.N. # 17-16-117-040-1046

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

TWO HUNDRED TWENTY NINE THOUSAND FOUR HUNDRED TEN AND NO/100 Dollars (\$229,410.00) evidenced by a Note ("Note") and Mortgage both dated SEPTEMBER recorded in the office of Recorder of Deeds of as Document Number 0010893319 and said Note and Mortgage are incorporated into and made a part of this Modification;

0330708052 Page: 2 of 3

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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 Twenty Two Thousand Five Hundred Thirteen and 87/100 DOLLARS (\$222,513.87).

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 MCCIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 4.375%.

THIS MODIFIED INTEREST RATE MILL REMAIN CONSTANT FOR THE REMAINING TERM OF THE LOAN. THE PRINCIPAL AND INTEREST PAYMENT BASED ON THE RATE 1ND CATED ABOVE WILL BE \$1,110.97. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BUGINNING ON 09/01/03.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 08/01/10 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 08/01/10. 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 said indebtedness as herein stated and to perform all of the obligations of said Mortgage contract, as herein revised.

Executed, sealed and delivered this 21st day of August , 2003 .

BORRER EP(S)

By:

RAKESH KUMAR

By:

By:

By:

0330708052 Page: 3 of 3

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STATE OF ILLINOIS)
COUNTY OF LUMANS

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that RAKESH KUMAR AND SAVITA SINGH

whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that The Y 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: OFFICIAL SEAL
	Name (Typed or Printeg) Name (Typed or Printeg)
	My Commission Expires: 3/5/05
LENDEI	R:
,	MID AMERICA BANK, fsb.:
	Jaren Mya V Nouva Dalud
	STATE OF ILLINOIS
	COUNTY OF)
<u>n m</u>	THE UNDERSIGNED, a Notary Public in and for said sounty and state aforesaid, do hereby certify, that KEN MENZA , personally known to me to be the
<u> Do</u>	President of Mid America Bank, fsb., a national banking corporation and the Asst Secretary of said corporation and
Asst. Se Secretar	lly known to me to be the same persons whose names are succribed to the foregoing instrument, d before me this day in person and severally acknowledged that as such. Vice President and ecretary they signed and delivered the said instrument as the
/oluntar	y act and deed of said corporation, for the uses and purposes therein set forth.
(GIVEN UNDER MY HAND AND SEAL THIS $\frac{3}{2}$ DAY OF $\frac{5EPT}{2}$
ľ	Notary Public Advisor Burney Mary Notary Public, State of Consis My Commission expires & 2005
ľ	My Commission Expires: 3/26/05
THO IN	TRIBITALY DECLARED DV

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