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Doc#: 0332308034
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 11/19/2003 07:18 AM Pg: 1 of 3

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MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 6.000% TO 4.375%; TO MODIFY THE LOAN PROGRAM FROM AN ADJUSTABLE 5/1 TO AN ADJUSTABLE 3/1; TO MODIFY THE MATURITY DATE FROM JUNE 1, 2027 TO OCTOBER 1, 2018; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1,292.49 TO \$1,790.34; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$40,205.32.

This Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 10TH day of OCTOBER, 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 CHERYL M JEKIEL AND THADDEUS F JEKIEL, WIFE AND HUSBAND

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 725 EAST STREET LEMONT, IL 60439 and legally described as follows:
LOT 1 IN THE RESUBDIVISION OF BLOCK 8 OF DOWSE'S ADDITION TO LEMONT, BEING THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE TOWN OF LEMONT, IN COOK COUNTY, ILLINOIS.

P.I.N. # 2229219012

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED EIGHTY SEVEN THOUSAND SIX HUNDRED SIXTY AND NO/100 Dollars (\$187,660.00) evidenced by a ("Note") and Mortgage both dated MARCH 3, 2000, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 00172746 and said Note and Mortgage are incorporated into and made a 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 June 20, 2002 (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 One Hundred Ninety Five Thousand Seven Hundred Ninety Four and 68/100 DOLLARS (\$195,794.68).

THE NOTE AND MORTGAGE DATED 03/03/00 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Forty Thousand Two Hundred Five and 32/100 DOLLARS (\$40,205.32).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Forty Thousand Two Hundred Five and 32/100 DOLLARS (\$40,205.32) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Two Hundred Thirty Six Thousand and No/100 DOLLARS (\$236,000.00).

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 10/01/03, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 4.375%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 10/01/06, 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 6.375%, 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 10.375%. 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 \$1,790.34. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 10/01/03.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 10/01/13 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 10/01/18. 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, Mortgage and First Modification 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 10th day of October, 2003.

BORROWER (\$)

By: *Cheryl M Jekiel*
CHERYL M JEKIEL

By: *Thaddeus F Jekiel*
THADDEUS F JEKIEL

By: _____

By: _____

