UNOFFICIAL COPY

1) HE 23019650CTIC

Doc#: 0332308034

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds

Date: 11/19/2003 07:18 AM Pg: 1 of 3

MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

Modification Fee:

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 MODITY 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 COVANCE IN THE AMOUNT OF \$40.205.32.

This Second Loan Modification Agreeme.it (bereinafter referred to as "Modification") made and entered 10TH day of OCTOBER 2003 by and between MIDAMERICA BANK, FSB

into this

County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank, and hereinafter referred to as CHERYL M JEKIEL AND THADDEUS F JEKIEL, WIFE AND HUSBAND ("MidAmerica") and

(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 LEMOIT, IN COOK COUNTY, ILLINOIS.

P.I.N. #

2229219012

part of this Modification;

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

ONE HUNDRED EIGHTY SEVEN THOUSAND SIX HUNDRED SIXTY AND NO/100 evidenced by a ("Note") and Mortgage both dated MARCH 3, 2000 County, recorded in the office of Recorder of Deeds of COOK as Document Number 00172746

\$187,660.00) Dollars (said Mortgage having been

ILLINOIS

and said Note and Mortgage are incorporated into and made a

M1295 9/01 Page



1 OF 3

0332308034 Page: 2 of 3

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 (\$236,000.07).

THE BORROWERS DO HEREBY AMEND ALD LODIFY 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 10/01/03, THE MODIFIED INTEREST RATE (N THE LOAN WILL BE 4.375%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 10/01/36, 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 6.3 5%, OR LESS THAN 2.750%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OR DECREASED ON ANI SINGLE CHANGE DATE BY MORE THAN TWO PERCENTAGE POINTS (2.00%) FROM THE RATE OF INTEREST THE BORROWERS HAVE BEEN PAILING FOR THE PRECEDING TWELVE MONTHS. THE BORROWERS INTEREST RATE WILL NEVER BE GREATER THAN 10.375%. CALCULATION C. 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 17701/03.

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 TILE 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.

and	In all respects, said Note, Mortgage effect, and the undersigned promises to perform all of the obligations of Executed, sealed and delivered this	co pay	st Modification shall remain in full force said said indebtedness as herein stated ortgage contract, as herein revised. day of October , 2003 .
BOR	ROWER (\$)		
Ву:	CHRYL M JEKIEL	Ву:	Thaddeus & Jeluis THADDEUS F DEKIEL
Ву:		Ву:	

0332308034 Page: 3 of 3

UNOFFICIAL COPY

STATE OF ILLINOIS)			
COUNTY OF)ss)			
	D, a Notary Public in and for THADDEUS F JEKIEL It to the foregoing instrument as THEIR	nt appeared before m	e, do hereby certify that ne this day in person, and tha ct, for the uses and purposes	t The Y therein
WITNESS my hand a	and official seal.		and approximately	
Signature:	3/5/05 ne (Typed or Printed)	NOT NOT	COMMISSION EXPRES 3-5-2005	
My Commission を	ires:			
LENDER:			$A \circ A \circ A$	
MID AMERICA BAN	r, isb.:	Maye	1 Willy	
STATE OF ILLINOIS	s)			
COUNTY OF) SS)	0,		
Vice President 7 of P	Mid America Bank o be the same persons very in person and severally and delivered the said on and caused the corporation of Directors of said correctors of said correctors.	the Asst. Somewhat whose names are subject to the Asst. Somewhat acknowledged that as instrument as the first seal of said corporation as their free as and purposes therein	Secretary of said corporationscribed to the foregoing instance of the foregoing instance of the foregoing instance of the foregoing instance of the foregoing and voluntary act, and as the	n and ion and strument, dent and and Asst. rsuant to
) 0	Quela sum		
Notary Public	Justin 200		AF LESS FORCEA	
My Commission Ex	cpires:	NO MY	2003	
THIS INSTRUMENT PREF Kenneth Koranda, Presider Mid America Bank, fsb. 1823 Centre Point Circle, F Naperville, Illinois 60566-7	nt P.O. Box 3142 142	Mid Americ 1823 Centr P.O. Box 3 Naperville,	CORDED RETURN TO: ca Bank, fsb. ce Point Circle 142 Illinois 60566-7142	
	} ARLEA	AL SEAL N FUDALA S STATE OF ILLINOIS N EXPIRES 11-3-2003	M1295 9/01 Pages	; 3 OF 3