

# UNOFFICIAL COPY



Doc#: 0335246014  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 12/18/2003 08:24 AM Pg: 1 of 3

HE 23023480

## MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00  
Purpose of Modification:

TO MODIFY INTEREST RATE FROM 6.375% TO 6.00%; TO MODIFY PRINCIPAL AND INTEREST FROM \$2270.88 TO \$2571.27; TO MODIFY LOAN PROGRAM FROM 7 YEAR BALLON TO 20 YEAR FIXED; TO MODIFY MATURITY DATE FROM 08/01/2009 TO 11/01/2023; AND TO MODIFY ORIGINAL LOAN AMOUNT TO ALLOW ADDITIONAL ADVANCE OF \$150.00.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 22ND day of NOVEMBER, 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 VIVIAN DANIEL ARPINO AND ANTONIO ARPINO, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 2710 MAYNARD RD GLENVIEW, IL 60025 and legally described as follows: LOT 6 IN GLEN ESTATES, A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. # 09114220170000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of THREE HUNDRED SIXTY FOUR THOUSAND AND NO/100 Dollars ( \$364,000.00 ) evidenced by a Note ("Note") and Mortgage both dated JULY 11, 2002, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 0020810483 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 Three Hundred Fifty Eight Thousand Seven Hundred Fifty and 60/100 DOLLARS (\$358,750.60).

THE NOTE AND MORTGAGE DATED 07/11/02 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF One Hundred Fifty and No/100 DOLLARS (\$150.00).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF One Hundred Fifty and No/100 DOLLARS (\$150.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Three Hundred Fifty Eight Thousand Nine Hundred and 60/100 DOLLARS (\$358,900.60).

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 11/01/03, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 6.000%.

THIS MODIFIED INTEREST RATE WILL REMAIN CONSTANT FOR THE REMAINING TERM OF THE LOAN. THE PRINCIPAL AND INTEREST PAYMENT BASED ON THE RATE INDICATED ABOVE WILL BE \$2,571.27. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 12/01/03.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 11/01/23 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 11/01/23. 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 22nd day of November, 2003.

BORROWER(S)

By:   
VIVIAN DANIEL ARPINO

By:   
ANTONIO ARPINO

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

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

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STATE OF ILLINOIS )  
COUNTY OF DeKalb ) SS

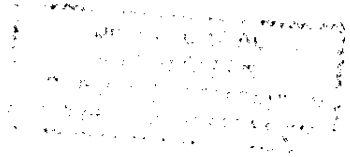
THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that VIVIAN DANIEL ARPINO AND ANTONIO ARPINO whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature: *[Handwritten Signature]*

Name (Typed or Printed) AKEN CLARK

My Commission Expires: 3/5/15



**LENDER:**

MID AMERICA BANK, fsb.

*[Handwritten Signature]*

*[Handwritten Signature]*

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Gina Sekhon, personally known to me to be the Asst Vice President of Mid America Bank, fsb., a national banking corporation and Denma Zalud, 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 Asst Vice President and Asst. Secretary they signed and delivered the said instrument as the Asst 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 \_\_\_\_ DAY OF \_\_\_\_\_.

Notary Public *[Handwritten Signature]*

My Commission Expires: 3/26/05



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