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Doc#: 0335711186  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 12/23/2003 02:36 PM Pg: 1 of 3

HE 23025120CUC

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

Modification Fee: \$950.00

**Purpose of Modification**

TO MODIFY INTEREST RATE FROM 4.750% TO 4.000%; TO MODIFY PRINCIPAL AND INTEREST FROM \$766.82 TO \$621.37; TO MODIFY MATURITY DATE FROM 11/01/2032 TO 11/01/2033; AND TO MODIFY TO RESTART FIXED PERIOD OF 36 MONTHS.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 26TH 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 GRZEGORZ DROZDZIAK AND KAZIMIERA MROZEK-DROZDZIAK, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 68 KING UNIT 68 STREAMWOOD, IL 60107 and legally described as follows: THE SOUTHEASTERLY 23.85 FEET OF THE NORTHWESTERLY 60.84 FEET OF LOT 218 IN THE MEADOWS SOUTH PHASE FOUR, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED DECEMBER 7, 1989 AS DOCUMENT NUMBER 89584505, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. # 06251220310000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED FORTY SEVEN THOUSAND AND NO/100 Dollars ( \$147,000.00 ) evidenced by a Note ("Note") and Mortgage both dated OCTOBER 25, 2002, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 0021226495 and said Note and Mortgage are incorporated into and made a part of this Modification;

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**BOX 333**

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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 One Hundred Thirty Thousand One Hundred Fifty Three and 15/100 DOLLARS (\$130,153.15).

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 ON THE LOAN WILL BE 4.000%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 11/01/06, 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 \$621.37. 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 11/01/33 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 11/01/33. 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 26th day of November, 2003.

BORROWER(S)

By: *Grzegorz Drozdziak*  
GRZEGORZ DROZDZIAK

By: *Kazimiera Mrozek-Drozdziak*  
KAZIMIERA MROZEK-DROZDZIAK

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  
GRZEGORZ DROZDZIAK AND KAZIMIERA MROZEK-DROZDZIAK

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.

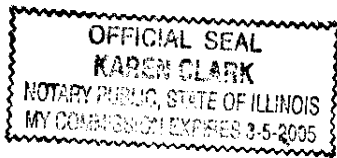
Signature:

*Karen Clark*  
KAREN CLARK

Name (Typed or Printed)

My Commission Expires:

3/5/05



LENDER:

MID AMERICA BANK, fsb..

*MLB*

*Donna Zahed*

STATE OF ILLINOIS )  
COUNTY OF Cook )SS

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that *Diane Dahms* personally known to me to be the ~~Asst~~  
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 ~~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

*Merry Lynne S. Gray*

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