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Doc#: 0408542177

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 03/25/2004 10:04 AM Pg: 1 of 3

MID AMERICA BANK, fsb. FOURTH LOAN MODIFICATION AGREEMENT

Modification Fee:

\$950.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 5.125% TO 4.000%; TO EXTEND THE MATURITY DATE FROM DECEMBER 1, 2031 TO MARCH 1, 2034; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$601.12 TO \$512.87; TO MODIFY THE CRIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$725.00.

This Fourth Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 9TH day of MARCH , 2004 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 GLENN FAHLSTROM, AN UNMARRIED PARSON

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

2221 N LISTER UNIT 2D CHICAGO, IL 60614

and legally described as follows:

PARCEL 1: UNTI NUMBER 2D IN TANNERY LOFT CONDOMINIUM AS DELIVEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 18 THROUGH 20 IN ELOCK 5 IN FULLERTON'S ADDITION TO CHICAGO, IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SULVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 9°1°2692; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE XCLUSIVE RIGHT TO THE USE OF GARAGE LIMITED COMMON ELEMENT FOR UNIT 2D, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 99192692.

P.I.N. # 14312050251005

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

evidenced by a ("Note") and Mortgage both dated MARCH 17, 1999 , said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 99399731 and said Note and Mortgage are incorporated into and made a part of this Modification;

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WHEREAS, a lean modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated December 28, 2001 (hereinafter referred to as "First Modification");

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated February 20, 2001 (hereinafter referred to as "Second Modification");

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated October 15, 2002 (hereinafter referred to as "Third Modification");

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note, Mortgage, First Modification, Second Modification, and Third 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 Six Thousand Series Hundred One and 59/100 DOLLARS (\$106,701.59).

THE NOTE AND MORTGAGE DATEL 67/17/99 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Seven Hungred Twenty Five and No/100 DOLLARS (\$725.00).

MIDAMERICA WILL FUND AN ADDITIONAL AD A CE OF Seven Hundred Twenty Five and No/100 DOLLARS (\$725.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Seven Thousand Four Hundred Twenty Six and 59/100 DOLLARS (\$107,426.9).

THE BORROWERS DO HEREBY AMEND AND MODIFY THE NOT. AND MORTGAGE DESCRIBED ABOVE BY SPECIFICALLY AMENDING CERTAIN SECTIONS RELATING TO INTEREST, PAYMENTS, ADJUSTALF RATE CHANGES, AND PREPAYMENT PENALTY (AS APPLICABLE) OF THE NOTE AS FOLLOWS:

AS OF 03/01/04, THE MODIFIED INTEREST RATE ON THE LOAN WILL PE 4.000%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 03/01/07, 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 3.250%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OR DECREASED ON ANY SINGLE CHANGE LATE BY MORE THAN TWO PERCENTAGE POINTS (2.00%) FROM THE RATE OF INTEREST THE BORROWERS HAVE BEEN PAYING FOR THE PPECFLING 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 \$512.87. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 04/01/04.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 03/01/34 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 03/01/34. 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, First Modification, Second Modification and Third Modification 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.

Mortgage	contract, a	as herein revised.		oo perr	OI UII O	r clie	OD.	rigacion	5 U
Execut	ted, sealed	and delivered this	9th	_ day of	March		_,	2004	
BORROWER	र्व	! ;							
By:	LENN FAHLS	3/10/04 TROM	Ву: _	·	77-74-2-				
Ву:			By:						

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STATE OF ILLINOIS)
COUNTY OF WAY SS

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that GLENN FAHLSTROM

whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth

	WITNESS my hand and official seal.	OFFICIAL SEAL
	Signature: Mull Clark	MARIEN CLARK NOTARY PUBLIC, STATE OF ILLUVOIS
	- KAREU CLARCK	MY COMPRESSION EXPINES 3-5-000 3
	Name (Typed or Printed)	
	My Commission Expires:	— <i>(4)/)</i> 3/16/64
LENDE	iR:	
	MID AMERICA BANK, fsb.:	Marily Chan and Jecy
	STATE OF ILLINOIS)	y U
	COUNTY OF Cook_) ss	
	THE UNDERSIGNED, a Notary Public in and for said	county and state aforesaid, do hereby certify, that person ally known to me to be the
Vice	President of Mid America Bank, fsb.	, a rational banking corporation and the Asst. Secretary of said corporation and
appear Asst. S Secreta authori	ally known to me to be the same persons whose named before me this day in person and severally acknowled becretary they signed and delivered the said instrumed any of said corporation and caused the corporate seal of ty, given by the Board of Directors of said corporation and caused and deed of said corporation, for the uses and pure act and deed of said corporation, for the uses and pure the said corporation.	edged that as such Vice President and nt as the Vice President and Asst. If said corporation to be affixed thereto, pursuant to as their free and voluntary act, and as the free and
	GIVEN UNDER MY HAND AND SEAL THIS DA	Y OF
	Notary Public Lury Hyrub. Ma My Commission Expires: 3-36-05	MERRY LYNNE S. GRAY Notary Public, State of Illinois My Commission Expires 3-26-2005
	wy Commission Expires: 2 200 03	_
THIS	NSTRUMENT PREPARED BY	WHEN RECORDED RETURN TO:

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