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Doc#: 0411401264
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 04/23/2004 11:41 AM Pg: 1 of 3

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MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY INTEREST RATE FROM 5.375% TO 4.875%; TO MODIFY PRINCIPAL AND INTEREST FROM \$1388.72 TO \$1292.79; AND TO MODIFY MATURITY DATE FROM 01/01/2010 TO 02/01/2011.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 12TH day of FEBRUARY, 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 TOMASZ KOZACZKA, MARRIED TO IWONA SZYDŁOWSKA

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 705 ROSEDALE RD GLENVIEW, IL 60025 and legally described as follows: LOT 254 IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF PARTS OF SECTION 32 AND 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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P.I.N. # 04333020280000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of TWO HUNDRED FORTY EIGHT THOUSAND AND NO/100 Dollars (\$248,000.00) evidenced by a Note ("Note") and Mortgage both dated DECEMBER 7, 2002, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 0021420596 and said Note and Mortgage are incorporated into and made a part of this Modification;



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BOX 333-CTI

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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 Two Hundred Forty Four Thousand Two Hundred Eighty Eight and 76/100 DOLLARS (\$244,288.76).

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 02/01/04, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 4.875%.

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 \$1,292.79. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 03/01/04.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 02/01/11 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 02/01/11. 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.

PROPERTY OF COOK County Clerk's Office

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 12th day of February, 2004.

BORROWER(S)

By: Tomasz Kozaczka
TOMASZ KOZACZKA

By: _____

By: _____

By: _____

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STATE OF ILLINOIS)
COUNTY OF DePue)SS

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

TOMASZ KOZACZKA

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 HIS free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature: _____

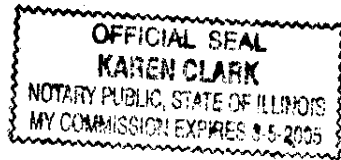
Karen Clark

KAREN CLARK

Name (Typed or Printed)

My Commission Expires: _____

3/5/05



LENDER:

MID AMERICA BANK, fsb.:

Deborah A. [Signature]

[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

_____, personally known to me to be the _____ Vice President of Mid America Bank, fsb., a national banking corporation and _____, 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 _____ Vice President and Asst. Secretary they signed and delivered the said instrument as the _____ 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.

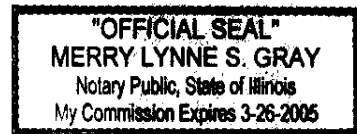
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____

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