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Doc#: 0414629213  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 05/25/2004 10:29 AM Pg: 1 of 4

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

**Modification Fee:** \$950.00  
**Purpose of Modification:**

TO MODIFY INTEREST RATE FROM 4.625% TO 3.500%; TO MODIFY PRINCIPAL AND INTEREST FROM \$462.72 TO \$371.73; TO MODIFY MATURITY DATE FROM 11/01/2032 TO 04/01/2034; 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 APRIL, 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 TERESA COOK, AN UNMARRIED PERSON

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(hereinafter referred to collectively as "Borrowers") shall affect the property located at 375 PLUM CREEK DR #212 WHEELING, IL 60090 and legally described as follows: UNIT NO 212-2 AND UNIT NO.G-105 IN THE PLUM CREEK CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 2 IN HENRY GRANDT AND OTHERS SUBDIVISION OF THE PART OF THE SOUTH 1420.62 FEET OF SECTION 12, WEST OF THE CENTER OF MILWAUKEE AVENUE AND A PART OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 29, 1923 AS DOCUMENT 172867, WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT LR3033165, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS FILED AS DOCUMENT LR3033164 AND

(LEGAL DESCRIPTION CONTINUED ON LAST PAGE)  
P.I.N. # 03123000631220

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of NINETY THOUSAND AND NO/100 Dollars ( \$90,000.00 ) evidenced by a Note ("Note") and Mortgage both dated OCTOBER 26, 2002, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 0021247156 and said Note and Mortgage are incorporated into and made a part of this Modification;



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 Eighty Two Thousand Two Hundred Eight and 92/100 DOLLARS (\$82,208.92).

THE NOTE AND MORTGAGE DATED 10/26/02 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Five Hundred Seventy Five and No/100 DOLLARS (\$575.00).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Five Hundred Seventy Five and No/100 DOLLARS (\$575.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Eighty Two Thousand Seven Hundred Eighty Three and 92/100 DOLLARS (\$82,783.92).

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 04/01/04, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 3.500%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 04/01/07, 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 5.500%, 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 9.500%. 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 \$371.73. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 05/01/04.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 04/01/34 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 04/01/34. 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 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 April, 2004.

BORROWER(S)

By: Teresa Cook  
TERESA COOK

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

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

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

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STATE OF ILLINOIS )  
COUNTY OF DeWitt )SS

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

whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that she signed and delivered the said instrument as HER 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

Property of Cook County Office

LENDER:

MID AMERICA BANK, fsb.:

*Henri Obiri*

*Debra Toz*

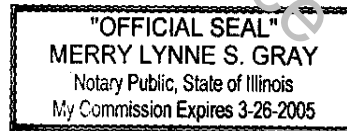
STATE OF ILLINOIS )  
COUNTY OF Cook )SS

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

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LEGAL DESCRIPTION (con't)

CREATED BY DEED FROM NORTH WEST NATIONAL BANK , A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 14, 1972 AND KNOWN AS TRUST NUMBER 1535 TO ELLIOT KOIDIN AND FILED AS DOCUMENT LR3155175 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office