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Doc#: 0417611313
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 06/24/2004 11:02 AM Pg: 1 of 3

HE24 063892 etc

MID AMERICA BANK, fsb. THIRD LOAN MODIFICATION AGREEMENT

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE PRINCIPAL AND INTEREST FROM \$634.23 TO \$739.01; TO MODIFY TO EXTEND THE MATURITY DATE FROM 03/01/18 TO 03/01/34; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$55361.08.

This Third Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 4TH day of JUNE, 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 JOSEPH DELFINI, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 4343 NORTH CLARENDON AVE APT 1617 CHICAGO, IL 60613 and legally described as follows:

UNIT 1617 IN BOARDWALK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOTS 1 TO 3, 11 TO 16 IN C. U. GORDON'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF LOTS 5, 6, 23 AND 24 AND THAT PART VACATED SCHOOL TRUSTEES' SUBDIVISION BETWEEN SAID LOTS IN SCHOOL TRUSTEES OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C", TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25120912 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.I.N. # 14163000321413

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of SIXTY FIVE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$65,600.00) evidenced by a ("Note") and Mortgage both dated DECEMBER 7, 1993 , said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 03051822 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, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated April 17, 1998 (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 March 8, 2003 (hereinafter referred to as "Second Modification");

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note, Mortgage, First Modification, and Second 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 Seventy Three Thousand Sixteen and 51/100 DOLLARS (\$73,016.51).

THE NOTE AND MORTGAGE DATED 12/07/93 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Fifty Five Thousand Three Hundred Sixty One and 8/100 DOLLARS (\$55,361.08).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Fifty Five Thousand Three Hundred Sixty One and 8/100 DOLLARS (\$55,361.08) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Twenty Eight Thousand Three Hundred Seventy Seven and 59/100 DOLLARS (\$128,377.59).

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 05/01/04, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 5.625%.

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 \$739.01. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 06/01/04.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 05/01/34 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 05/01/34. 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 and Second Modification 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 4th day of June, 2004.

BORROWER(S)

By: [Signature]

JOSEPH DELFINI

By: _____

By: _____

By: _____

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STATE OF ILLINOIS)
COUNTY OF DePue)SS

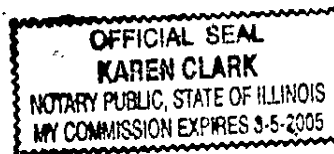
THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that JOSEPH DELFINI whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes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

WITNESS my hand and official seal.

Signature: *Karen Clark*

KAREN CLARK
Name (Typed or Printed)

My Commission Expires: 3/5/05



LENDER:

MID AMERICA BANK, fsb.:
Wesley Obrien

Judy J. Troy

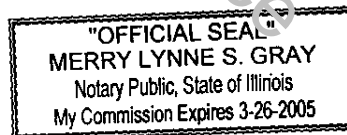
STATE OF ILLINOIS)
COUNTY OF Cook)SS

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Wesley Obrien, personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and Judy J. Troy, 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