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By: Valerie Bensch
Mid America Bank, fsb



Doc#: 0434339041
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 12/08/2004 10:24 AM Pg: 1 of 3

MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee: \$250.00

Purpose of Modification:

TO MODIFY INTEREST RATE FROM 7.250% TO 6.875%; TO MODIFY THE PRINCIPAL AND INTEREST FROM \$2,121.56 TO \$2,854.68; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$119,258.88.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 24TH day of DECEMBER, 2001 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 RICKEY KING AND DENISE A KING, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 14272 WITTINGTON COURT ORLAND PARK, IL 60462 and legally described as follows:
LOT 7 IN GALLAGHER AND HENRY'S ISHNALA UNIT 14, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 27013060140000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of THREE HUNDRED ELEVEN THOUSAND AND NO/100 Dollars (\$311,000.00) evidenced by a Note ("Note") and Mortgage both dated NOVEMBER 20, 1998, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 08063928 and said Note and Mortgage are incorporated into and made a part of this Modification;

S-A
P-
S-Y
M-Y
M-T

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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 Three Hundred Thousand Seven Hundred Forty One and 12/100 DOLLARS (\$300,741.12).

THE NOTE AND MORTGAGE DATED 11/20/98 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF One Hundred Nineteen Thousand Two Hundred Fifty Eight and 88/100 DOLLARS (\$119,258.88).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF One Hundred Nineteen Thousand Two Hundred Fifty Eight and 88/100 DOLLARS (\$119,258.88) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Four Hundred Twenty Thousand and 00/100 DOLLARS (\$420,000.00).

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 12/01/01, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 6.875%.

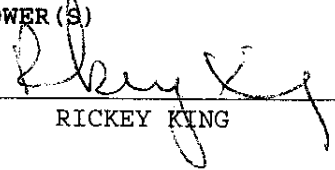
THIS MODIFIED INTEREST RATE WILL REMAIN CONSTANT FOR THE REMAINING TERM OF THE LOAN. THE PRINCIPAL AND INTEREST PAYMENT BASED ON THE RATE INDICATED ABOVE WILL BE \$2,854.68. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 01/01/02.

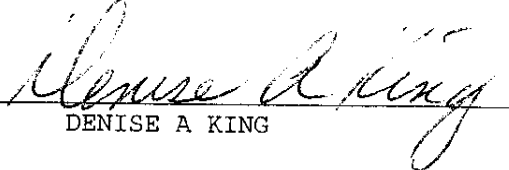
IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 12/01/28 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 12/01/28. TO THE EXTENT THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION DIFFER FROM OR ARE INCONSISTENT WITH THE NOTE, MORTGAGE, 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 24th day of December, 2001.

BORROWER(S)

By: 
RICKEY KING

By: 
DENISE A KING

By: _____

By: _____

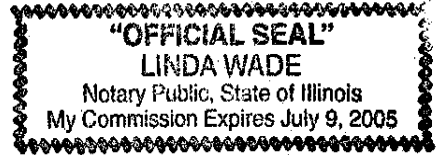
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STATE OF ILLINOIS)
COUNTY OF COOK)SS

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that RICKEY KING AND DENISE A KING only whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that they 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: *Linda Wade*
LINDA WADE
Name (Typed or Printed)



My Commission Expires: 7-9-2005

LENDER:

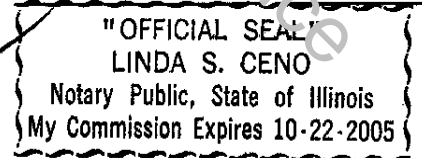
MID AMERICA BANK, fsb..
Jane Meyer, VP *Marilyn Gross, Asst Secy*

STATE OF ILLINOIS)
COUNTY OF)SS

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that KAREN MENKA, personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and MARILYN GROSS, 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 *Linda S Ceno*
My Commission Expires: _____



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



*Mid America Bank
2650 Warrenville Rd. Ste. 500
Downers Grove, IL 60515
attn: M. Gross*