

# UNOFFICIAL COPY

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Doc#: 0517311226  
Eugene "Gene" Moore Fee: \$28.00  
Cook County Recorder of Deeds  
Date: 06/22/2005 01:12 PM Pg: 1 of 3

## MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

Modification Fee: \$1,035.00

### Purpose of Modification:

TO MODIFY INTEREST RATE FROM 4.875% TO 5.625%; TO MODIFY PRINCIPAL AND INTEREST FROM \$1035.62 TO \$972.95; TO MODIFY LOAN PROGRAM FROM 15 YR FIXED TO 20 YR FIXED; TO MODIFY MATURITY DATE FROM 06/01/2018 TO 06/01/2025; AND TO MODIFY ORIGINAL LOAN AMOUNT TO ALLOW FOR ADDITIONAL ADVANCE OF \$22,059.88.

This Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 30TH day of MAY, 2005 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 SALOMON ARELLANO AND NORMA ARELLANO, FKA NORMA A TORREBLANCA, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 112 NORTH ROBERTA NORTHLAKE, IL 60164 and legally described as follows:  
LOT 17 IN BLOCK 18 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NO.3, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1939 AS DOCUMENT NO. 12378621, IN COOK COUNTY. ILLINOIS.

P.I.N. # 12323190170000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED THIRTY THREE THOUSAND ONE HUNDRED AND NO/100 Dollars ( \$133,100.00 ) evidenced by a ("Note") and Mortgage both dated AUGUST 14, 2001, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 0010796604 and said Note and Mortgage are incorporated into and made a part of this Modification;



BOX 334 CTI

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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 SALOMON ARELLANO AND NORMA ARELLANO 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: *Karen Clark*



*Karen Clark*  
Name (Typed or Printed)

My Commission Expires: 3-5-09

**LENDER:**

MID AMERICA BANK, fsb.:

*[Signature]* *[Signature]*

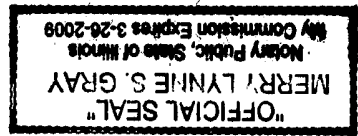
STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

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 *Merryn Lynne S. Gray*

My Commission Expires: 3-26-09



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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WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated June 14, 2003 (hereinafter referred to as "First Modification");

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note, Mortgage and First 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 Seventeen Thousand Nine Hundred Forty and 12/100 DOLLARS (\$117,940.12).

THE NOTE AND MORTGAGE DATED 08/14/01 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Twenty Two Thousand Fifty Nine and 88/100 DOLLARS (\$22,059.88).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Twenty Two Thousand Fifty Nine and 88/100 DOLLARS (\$22,059.88) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Forty Thousand and No/100 DOLLARS (\$140,000.00).

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 06/01/05, 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 \$972.95. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 07/01/05.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 06/01/25 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 06/01/25. 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 and First 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 30th day of May, 2005.

BORROWER(S)

By: *Salomon Arellano*  
SALOMON ARELLANO

By: *Norma Arellano*  
NORMA ARELLANO

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

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