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Doc#: 0520711329

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 07/28/2005 12:39 PM Pg: 1 of 3

MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee:

\$1,025.00

Purpose of Modification:

TO MODIFY INTEREST PLATE FROM 6.625% TO 5.625%; TO MODIFY PRINCIPAL AND INTEREST FROM \$1216.07 TO \$1056 90; TO MODIFY LOAN PROGRAM FROM 10YR FIXED TO 3/1ARM; TO MODIFY MATURITY DATE FROM 08/01/2011 TO 06/01/2030; TO MODIFY ORIGINAL LOAN AMOUNT TO ALLOW FOR ADDITIONAL ADVANCE OF FUNDS; TO PROVIDE AN ADDITIONAL ADVANCE OF \$96,327.19; AND TO START FIXED PERIOD OF 36 MONTHS.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this day of JUNE, 2005 by and between MIDAMERICA BANK, FSB 30TH day of

County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank), and hereinafter referred to as "MidAmerica" and MARCELO ORTEGA, MARRIED TO MARI! ORTEGA

(hereinafter referred to collectively as "Borrowers") shall affect the properly located at 1236 S WENONAH AVE BERWYN, IL 60402 and legally described as follows: LOTS 34 AND 35 IN BLOCK 14 IN SUBDIVISION OF SECTION 19, 10WMSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 M RES THEREOF), IN COOK

COUNTY, ILLINOIS.

P.I.N. # 16191020400000 16191020410000

WHEREAS, MidAmerica has previously loaned the Borrower(s)the principal sum of

Dollars (ONE HUNDRED SIX THOUSAND FIVE HUNDRED AND NO/100 \$106,500.00) evidenced by a Note ("Note") and Mortgage both dated JUNE 26, 2001 , said Mortgage having been

recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 0010649763

and said Note and Mortgage are incorporated into and made a

part of this Modification:



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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 Seventy Three Thousand Seven Hundred Nine and 63/100 DOLLARS (\$73,709.63).

THE NOTE AND MORTGAGE DATED 06/26/01 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Ninety Six Thousand Three Hundred Twenty Seven and 19/100 DOLLARS (\$96,327.19).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Ninety Six Thousand Three Hundred Twenty Seven and 19/100 DOLLARS (\$96,327.19) WHICH SHATL I ICREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Seventy Thousand Thirty Six and 8/100 DOLLARS (\$170,036.82).

THE BORROWERS DO HEREBY AMEN'S A'.D MODIFY THE NOTE AND MORTGAGE DESCRIBED ABOVE BY SPECIFICALLY AMENDING CERTAIN SECTIONS RELATING TO INTEREST, LAYMENTS, ADJUSTALE RATE CHANGES, AND PREPAYMENT PENALTY (AS APPLICABLE) OF THE NOTE AS FOLLOWS:

AS OF 06/01/05, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 5.625%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 06,01/08, AND ON THAT DATE EVERY 12TH MONTH THERAFTER. 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 7.625%, OR LESS THAN 3.625%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED ON DECREASED ON FNY 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 11.625%. 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 \$1,056.90. 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 06/1,30 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 06/01/30. 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 THALL CONTROL AND GOVERN.

In all respects, said Note and Mortgage shall remain in full force and effect, and

the undersigned promises to pay said sai all of the obligations of said Mortgage		and to perfo
Executed, sealed and delivered this		2005
BORROWER(S)		
By: Marcelo Ortega	Ву:	
n	D	

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STATE OF ILLINOIS)
()SS
(COUNTY OF ALLEGE)

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

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: Make Clark Notary public, State of RU Mork Notary public
	Name (Typed or Printed) My Commission Expires: 3-5-09
LENDE	<u>R:</u>
	MID AMERICA BANK, fsb Many Jon Asst Secy
	STATE OF ILLINOIS)
	COUNTY OF COOL) SS
	THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, tha
√ice	President of Mid America Bank, fsb., a national banking corporation an , the Asst. Secretary of said corporation an
appeare Asst. S Secreta authorit	lly known to me to be the same persons whose names are suscribed to the foregoing instrument displayed before me this day in person and severally acknowledged that as such Vice President and ecretary they signed and delivered the said instrument as the Vice President and Assay of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to a given by the Board of Directors of said corporation as their free and voluntary act, and as the free and y act and deed of said corporation, for the uses and purposes therein set forth.
	My Commission Expires: DAY OF "OFFICIAL SEAL" MERRY LYNNE S. GRAY Notary Public, State of Minois My Commission Expires:
	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