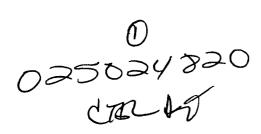
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Doc#: 0527635251 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/03/2005 01:32 PM Pg: 1 of 4



MID AMERICA BANK, fsb. FIFTH LOAN MODIFICATION AGREEMENT

Modification Fee:

\$1,025.00

Purpose of Modification:

TO MODIFY INTEREST RATE FROM \$500% TO 5.625; TO MODIFY PRINCIPAL AND INTEREST PAYMENT FROM \$3500.13 TO \$3080.30; TO MODIFY MATURITY DATE FROM 08/01/2032 TO 08/01/2035; TO MODIFY ORIGINAL LOAN AMOUNT TO ALLOW FOR ADDITIONAL ADVANCE OF \$1175.00; AND TO MODIFY TO START FIXED PERIOD OF 36 MONTHS.

This Fifth Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 9TH day of SEPTEMBER , 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 DENNIS A NILES AND MARY J NILES HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 936 SPRUCE LN WINNETKA, IL 60093 and legally described as follows:

LOT 4 IN BLOCK 3 IN PROVIDENT MUTUAL LAND ASSOCIATION SUBDIVISION OF BLOCK 7, 8, 9, 10, 11, 12, 18, 29, 30, 31, 32, 33, 34, 54, 56, 57, 58 & 59 IN VILLAGE OF WINNETKA OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 05202050120000

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

FOUR HUNDRED TWENTY THOUSAND AND NO/100 Dollars (\$420,000.00) evidenced by a ("Note") and Mortgage both dated OCTOBER 13, 1999, recorded in the office of Recorder of Deeds of COOK County, as Document Number 09000345 and said Note and Mortgage are incorporated into and made a part of this Modification;

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BOX 334 CTI

WHEREAS, a loan in politication was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated June 1, 2001 (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 December 1, 2001 (hereinafter referred to as "Second Modification");

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated September 1, 2002 (hereinafter referred to as "Third Modification");

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated March 31, 2003 (hereinafter referred to as "Fourth Modification");

WHEREAS the parties hereto for mutual consideration wish to revise the terms of the Note, Mortgage, First Modification, Second Modification, Third Modification and Fourth 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 Five

IT IS AGREED THAT AS OF THE DATE OF THIS MODIFICATION, THE UNPAID PRINCIPAL BALANCE OF SAID INDEBTEDNESS IS Five Hundred Thirty Three Thousand Nin-Hundred Nineteen and 6/100 DOLLARS (\$533,919.06).

THE NOTE AND MORTGAGE DATED 10/13/99 SPALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF One Thousand One Huncred Seventy Five and No/100 DOLLARS (\$1,175.00).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF One Thousand One Hundred Seventy Five and No/100 DOLLARS (\$1,175.00) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Five Hundred Thirty Five Thousand Ninety Four and 6/100 DOLLARS (\$535,094.06).

THE BORROWERS DO HEREBY AMEND AND MODIFY THE NOTE AND MORIGAGE DESCRIBED ABOVE BY SPECIFICALLY AMENDING CERTAIN SECTIONS RELATING TO INTEREST, PAYMENTS, ADJUSTALE RATE CHANGES, AND PREPAYMENT PENALTY (AS APPLICABLE) OF THE NOTE AS FOLLOWS:

AS OF 08/01/05, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 5.625%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE PRINCIPAL AND INTEREST PAYMENT BASED ON THE RATE INDICATED ABOVE WILL BE \$3 080.30. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 09/11/05.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 08/01/35 (TAE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 08/01/35. TO THE EXTENT THE LIFTMS, 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 COUTROL AND GOVERN.

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THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 08/01/08, 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 7.625%, OR LESS THAN 3.625%. 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 11.625%. CALCULATION OF CHANGES IN THE INTEREST RATE SHALL BE ACCORDING TO THE TERMS OF THE NOTE.

In all respects, said Note, mortgage, First modification, Second modification
Third Modification, and Fourth Modification shall remain in full force and effect,
and the undersigned promises to pay said said indebtedness as herein stated and to
perform all of the obligations of said Mortgage contract, as herein revised.
Executed, sealed and delivered this 9th day of September , 2005
BORROWER (S)
1,91/1/
By: Marie Miles
DENNIS A NILES MARY J NILES
By:
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/x.
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Marine Ma

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	STATE OF ILLINOIS)	
	COUNTY OF)SS)	
whose	ENNIS A NILES AND names are subscribed to and delivered the said	o the foregoing instrument, appeared before me this day in person, and that The	
	WITNESS my hand an	d official seal	
	Signature:	MOHHHUT I I I I I I I I I I I I I I I I I I I	
	Name	RIGHRAF LEBEN 871E/November 1980	
	My Commission عبرات	21/27/2000 B W Com	
LENDE	<u>ER:</u>		
	MID AMERICA BANK,	Swin Manly Gros, Asst Secy	
	STATE OF ILLINOIS COUNTY OF CONK	}ss	
THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify			
Vice	President of	Mid America Bank, fsb., a national banking corporation and the half to be the	
appear Asst. S Secret authori	ed before me this day in Secretary they signed a ary of said corporation a ty, given by the Board o	e the same persons whose names are subscribed to the foregoing instrument, no person and severally acknowledged that as such Vice President and and delivered the said instrument as the Vice President and Asstrument as the Vice President and Asstrument caused the corporate seal of said corporation to be affixed thereto, pursuant to of Directors of said corporation as their free and voluntary act, and as the free and corporation, for the uses and purposes therein set forth.	
GIVEN UNDER MY HAND AND SEAL THIS DAY OF,,			
	ĺ	O S VAC ("OFFICIAL SEAL"	

THIS INSTRUMENT PREPARED BY Kenneth Koranda, President Mid America Bank, fsb. 1823 Centre Point Circle, P.O. Box 3142 Naperville, Illinois 60566-7142

My Commission Expires: _

WHEN RECORDED RETURN TO: Mid America Bank, fsb. 1823 Centre Point Circle P.O. Box 3142 Naperville, Illinois 60566-7142

MERRY LYNNE S. GRAY

Notary Public, State of Illinois
My Commission Expires 3-26-2009

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