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Doc#: 0601235237 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 01/12/2006 08:40 AM Pg: 1 of 4



MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

Modification Fee:

\$1,027.00

Purpose of Modification:

TO MODIFY INTEREST RATE FROM 5.375% TO 6.500%; TO MODIFY PRINCIPAL AND INTEREST PAYMENT FROM \$1211.62 TO \$1358.78; TO MODIFY MATURITY DATE FROM 03/01/2031 TO 11/01/2035; TO MODIFY ORIGINAL LCAN AMOUNT TO ALLOW FOR ADDITIONAL ADVANCE OF \$14,062.20; AND TO MODIFY TO START FIXED PERIOD OF 60 MONTHS.

This Second Loan Modification Agreement (hercinafter referred to as "Modification") made and entered into this $^{26\mathrm{TH}}$ day of $^{\mathrm{NOVEMBER}}$, 2005 by and between $^{\mathrm{MIDAMERICA}}$ BANK, FSB

of the

County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank, and hereinafter referred to as ("MidAmerica") and AVRAM LUNGU AND ANA LUNGU, HUSDAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at

10001 S 81ST AVE PALOS HILLS, IL 60465

and legally described as follows:

LOT 1 IN P. J. BUILDER'S SUBDIVISION OF PART OF THE SOUTHEAS 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

025031191

P.I.N. #

23114011140000

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

TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$214,400.00) evidenced by a ("Note") and Mortgage both dated FEBRUARY 26, 2001, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, as Document Number 0010182226 and said Note and Mortgage are incorporated into and made a part of this Modification;

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BOX 334 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 March 25, 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 Two Hundred Thousand Nine Hundred Twelve and 80/100 DOLLARS (\$200,912.80).

THE NOTE AND MORTGAGE DATED 02/26/01 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Fourteen Thousand Sixty Two and 20/100 DOLLARS (\$14,062.20).

MIDAMERICA WILL FUND 'N ADDITIONAL ADVANCE OF Fourteen Thousand Sixty Two and 20/100 DOLLARS (\$14,062.20) WHICH SHALL INCREASE THE UNP, IF PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Two Hundred Fourteen Thousand Nine Hundred Seventy Five and No/100 DOLLARS (\$214,975.00).

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

AS OF 11/01/05, THE MODIFIED INTEREST RATE ON THE LOAN WILL BE 6.500%. UNTIL THE NEXT INTEREST RATE CHANGE DATE.

THE ADJUSTABLE INTEREST RATE MAY CHANGE ON 11/01/10, 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 THIN 8.500%, OR LESS THAN 4.500%. THEREAFTER, BORROWER INTEREST RATE WILL NEVER BE INCREASED OR DECREASED ON AN' 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 11.500%. 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 VILL DE \$1,358.78. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING OF 12/01/05.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 11/0./35 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 11/01/35. TO THE EXTENT THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION DIFFER FROM OR ARE INCONSISTENT WITH THE NOTE, MORTCAGE, OR OTHER LOAN DOCUMENTS EXECUTED BY THE BORROWERS, THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION CLAYLO CONTROL AND GOVERN.

THIS LOAN IS NOT ASSUMABLE DURING ITS INITIAL FIXED RATE PERIOD OF 60 MONTHS. THE LOAN WILL BECOME ASSUMABLE AFTER THE FIRST INTEREST RATE ADJUSTMENT DATE.

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THIS LOAN IS NOT ASSUMBLE DURING ITS INITIAL FIXED RATE PERIOD OF 60 MONTHS. THE LOAN WILL BECOME ASSUMABLE AFTER THE FIRST INTEREST RATE ADJUSTMENT DATE. THEREFORE, TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. LENDER MAY, AT ITS OPTION, REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT. LENDER ALSO SHALL NOT EXERCISE THIS OPTION IF; (A) BORROWER CAUSES TO BE SUBMITTED TO LENDER INFORMATION REQUIRED BY LENDER TO EVALUATE THE INTENDED TRANFEREE AS IF A NEW LOAN WERE BEING MADE TO THE TRANSFEREE; AND (B) LENDER REASONABLY DETERMINES THE LENDER'S SECURITY WILL NOT BE IMPAIRED BY THE LOAN ASSUMPTION AND THAT THE RISK OF A BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT IS ACCEPTABLE TO LENDER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LENDER MAY CHARGE A REASONABLE FEE AS A CONDITION TO LENDER'S CONSENT TO THE LOAN ASSUMPTION. LENDER MAY ALSO REQUIRE THE TRANSFEREE TO SIGN AN ASSUMPTION AGREEMENT THAT IS ACCEPTABLE TO LENDER AND THAT OBLIGATES THE TRANSFEREE TO KEEP ALL THE PROMICES AND AGREEMENTS MADE IN THE NOTE AND IN THIS SECURITY INSTRUMENT. BORROWER WILL CONTINUE TO BE OBLIGATED UNDER THE NOTE AND THIS SECURITY INSTRUMENT UNLESS LENDER RELEASES BORROWER IN WRITING.

In all respects, said Note, Mortgage and First 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 26th day of November, 2005

BORROWER(S)

By: AVRAM LUNGU

By: By: By:

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STATE OF ILLINOIS)

COUNTY OF (ILLINOIS)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that AVRAM LUNGU AND ANA LUNGU

whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that The Y 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: Novel Clark OFFICIAL SEAL
	MAREN CLARK MOTING MINES OF ILLINOIS MY COME SHOWN EYERES 14-2009
	Name (Typed or Printed) My Commission Expires: 35-09
LEND	
LLIVU	0.0
	MID AMERICA BANK, fsb.:
	Manly Gross Uset Sery
	STATE OF ILLINOIS)
	COUNTY OF Coulch) 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
/ice	President of Mid America Bank, fsb., a national banking corporation and , the Asst. Secretary of said corporation and
appear	nally known to me to be the same persons whose names are subscribed to the foregoing instrument, red before me this day in person and severally acknowledged that as suc!i Vice President and Secretary they signed and delivered the said instrument as the Vice President and Asst.
	ary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to
author	ity, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and ary 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 Shure Syrue S. Shary MERRY LYNNE SCIPAY Notary Public, State of Illiens is My Commission Expires 2000009
	My Commission Expires: 3-26-89

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