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Doc#: 0602633001 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/26/2006 07:14 AM Pg: 1 of 3

CTIC-HE
H 25061039

MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee: \$1,025.00

Purpose of Modification:

TO MODIFY INTEREST RATE FROM 5.000% TO 6.125%; TO MODIFY PRINCIPAL AND INTEREST PAYMENT FROM \$577.27 TO \$697.51; TO MODIFY LOAN PROGRAM FROM 3/1 ARM NIV TO 15 YR FIXED NIV; TO MODIFY MATURITY DATE FROM 01/01/2018 TO 12/01/2020; AND TO MODIFY ORIGINAL LOAN AMOUNT TO ALLOW FOR ADDITIONAL ADVANCE OF \$19,375.77.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 23RD day of DECEMBER, 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 BOZENA KROL AND MAREK ARCT, WIFE AND HUSBAND

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 2521 N THATCHER AVE #2C RIVER GROVE, IL 60171 and legally described as follows: UNIT 2521-2C IN THATCHER WOODS CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 44 (EXCEPT THE EAST 191.32 FEET THEREOF AND ALSO EXCEPTING THE SOUTH 200 FEET THEREOF) IN VOLK BROTHERS' THIRD ADDITION TO CHICAGO HOME GARDENS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUT HEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM FILED AS DOCUMENT NUMBER LR3126229, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.I.N. # 12264130721011

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of SEVENTY THREE THOUSAND AND NO/100 Dollars (\$73,000.00) evidenced by a Note ("Note") and Mortgage both dated DECEMBER 21, 2002, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 00300204456 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 Sixty Two Thousand Six Hundred Twenty Four and 23/100 DOLLARS (\$62,624.23).

THE NOTE AND MORTGAGE DATED 12/21/02 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF Nineteen Thousand Three Hundred Seventy Five and 77/100 DOLLARS (\$19,375.77).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF Nineteen Thousand Three Hundred Seventy Five and 77/100 DOLLARS (\$19,375.77) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO Eighty Two Thousand and No/100 DOLLARS (\$82,000.00)

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 12/01/05, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 6.125%.

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 \$697.51. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 01/01/06

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 12/01/20 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 12/01/20. 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 said indebtedness as herein stated and to perform all of the obligations of said Mortgage contract, as herein revised.

Executed, sealed and delivered this 23rd day of December, 2005.

BORROWER(S)

By: *Bozena Krol*
BOZENA KROL

By: *Marek Arct*
MAREK ARCT

By: _____

By: _____

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STATE OF ILLINOIS)
COUNTY OF DuPage)SS

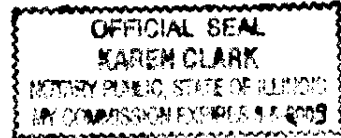
THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that
BOZENA KROL AND MAREK ARCT
whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that they signed and delivered the said instrument as THEIR free and voluntary act, for 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.:

Marilyn Gross, Asst VP

Marilyn Gross

STATE OF ILLINOIS)
COUNTY OF Clark)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 *Merry 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