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Doc#: 0626908030 Fee: \$18.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/26/2006 08:36 AM Pg: 1 of 3

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MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT

Modification Fee: \$500.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 5.750% TO 6.375%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$432.02 TO \$364.62; TO MODIFY THE LOAN PROGRAM FROM 30 YR FIXED TO 15 YR FIXED; AND TO MODIFY THE MATURITY DATE FROM 08/01/2017 TO 08/01/2021.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 12TH day of AUGUST, 2006 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 ROBERT S PICKENS AND BERNADETTE K PICKENS, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 5442 SOUTH MADISON AVENUE COUNTRYSIDE, IL 60525 and legally described as follows: LOT 16 IN BLOCK 12 IN H.O. STONE AND COMPANY'S FIFTH AVENUE MANOR BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THE NORTH 25 ACRES THEREOF) OF SECTION 9, TOWNSHIP 38 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 18093280220000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of SIXTY EIGHT THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$68,800.00) evidenced by a Note ("Note") and Mortgage both dated JULY 20, 1987, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 87441554 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 Forty Two Thousand One Hundred Eighty Nine and 19/100 DOLLARS (\$42,189.19).

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 08/01/06, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 6.375%.

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 \$364.62. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 09/01/06.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 08/01/21 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 08/01/21. 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.

Property of Cook County Clerk's Office

In all respects, said Note and Mortgage 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 12th day of August, 2006.

BORROWER(S)

By: Robert S Pickens
ROBERT S PICKENS

By: Bernadette K Pickens
BERNADETTE K PICKENS

By: _____

By: _____

