## UNOFFICIAL



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

0710-HE

## MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Modification Fee:

\$500.00

Purpose of Modification

TO MODIFY THE INTERFST 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; ANDTO 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 <sup>12TH</sup> day of by and hatveen

MIDAMERICA BANK, FST County of DuPage and State of Illinois (FKA MidAmerica Feder & Savings Bank), and hereinafter referred to as "MidAmerica" and ROBERT S PICKENS AND BERNADETTE & PICKENS, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the properly 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 THILD 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 and said Note and Mortgage are incorporated into and made a 87441554 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, ADJUSTALE 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 THE 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.

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## **UNOFFICIAL COPY**

	STATE OF ILLINOIS	)	
	COUNTY OF	)SS )	
THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that ROBERT S PICKENS AND BERNADETTE K PICKENS  whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that The signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes there set forth.			
	WITNESS my hand and	f official seal.	
	Signature:	CICIC MEDEICH Typed or Printed)	"OFFICIAL SEAL" JACKI MEJDRICH NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 02-02-2010
	My Commission Expires	<u> </u>	·
LENDER:			
	MID AMERICA BANK, f.  Marly  STATE OF ILLINOIS  COUNTY OF	sb.:  Jury  SSS	Jednosa M
THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that			
Vice	President of M	lid America Bank, fsb	
personally known to me to be the same persons whose names are succribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as successful to the foregoing instrument, 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.			
		D AND SEAL THIS DA	• //_
I	Notary Public Muuc	Clark	OFFICIAL BEAL KATTEN CLARK
ľ	My Commission Expires:	3-5-09	NOTARY POLIC, STATE OF ILLINOIS  AN COMMISSION SYDMES AS 200
	STRUMENT PREPARED Koranda, President	BY	WHEN RECORDED RETURN TO:

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