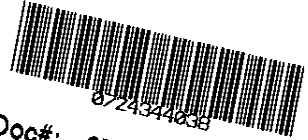


# UNOFFICIAL COPY



Doc#: 0724344038 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/31/2007 12:51 PM Pg: 1 of 3

When recorded mail to:  
First American Title Insurance  
Lenders Advantage  
1100 Superior Avenue, Suite 200  
Cleveland, Ohio 44114  
Attn: Recording Coordinators

## MID AMERICA BANK, fsb. SECOND LOAN MODIFICATION AGREEMENT

Modification Fee: \$1,175.00

182

12637538

### Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 7.750% TO 6.750%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$943.88 TO \$826.49; TO MODIFY THE LOAN PROGRAM FROM 3/1 ARM TO 30 YR FIXED; TO MODIFY THE MATURITY DATE FROM 06/01/2033 TO 07/01/2037; AND TO MODIFY THE ORIGINAL LOAN AMOUNT TO ALLOW FOR ADDITIONAL ADVANCE OF \$1015.72.

This Second Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 26TH day of JULY, 2007 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 EDMUND TERVYDIS AND SIMONE M TERVYDIS, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 3419 SOUTH 54TH AVENUE CICERO, IL 60804 and legally described as follows:

THE SOUTH 2 FEET OF LOT 11, ALL OF LOT 12, AND THE NORTH 4 FEET OF LOT 13 IN BLOCK 1 IN SAMUEL SPIRO'S SUBDIVISION OF BLOCK 15 IN BALDWIN'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

O'Connor Inc  
Services, Inc.

# 7243-0078

P.I.N. # 16331210670000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED FORTY FIVE THOUSAND TWO HUNDRED AND NO/100 Dollars ( \$145,200.00 ) evidenced by a ("Note") and Mortgage both dated NOVEMBER 27, 2001, said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, ILLINOIS as Document Number 0011112660 and said Note and Mortgage are incorporated into and made a part of this Modification;



# UNOFFICIAL COPY

WHEREAS, a loan modification was previously entered into by and between MidAmerica and Borrowers evidenced by a Loan Modification Agreement dated June 27, 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 One Hundred Twenty Six Thousand Four Hundred Eleven and 44/100 DOLLARS (\$126,411.44).

THE NOTE AND MORTGAGE DATED 11/27/01 SHALL BE MODIFIED TO PROVIDE FOR AN ADDITIONAL ADVANCE OF FUNDS NOT TO EXCEED THE AMOUNT OF One Thousand Fifteen and 72/100 DOLLARS (\$1,015.72).

MIDAMERICA WILL FUND AN ADDITIONAL ADVANCE OF One Thousand Fifteen and 72/100 DOLLARS (\$1,015.72) WHICH SHALL INCREASE THE UNPAID PRINCIPAL BALANCE OF SUCH INDEBTEDNESS TO One Hundred Twenty Seven Thousand Four Hundred Twenty Seven and 16/100 DOLLARS (\$127,427.16).

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 07/01/07, THE MODIFIED INTEREST RATE THE BORROWERS ARE REQUIRED TO PAY WILL BE 6.750%.

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 \$825.44. THE BORROWERS SHALL MAKE THE NEW MODIFIED PAYMENTS ON THE FIRST DAY OF EACH MONTH BEGINNING ON 08/01/07.

IT IS AGREED THAT ALL SUMS OWED UNDER THE NOTE WILL BE PAID NO LATER THAN 07/01/37 (THE MATURITY DATE) AND THE MATURITY DATE UNDER ALL THE LOAN DOCUMENTS WILL BE DEEMED 07/01/37. 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, Mortgage and First Modification 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 26th day of July, 2007.

BORROWER(S)

By:   
EDMUND TERVYDIS

By:   
SIMONE M TERVYDIS

By: \_\_\_\_\_

By: \_\_\_\_\_

