

**LOAN MODIFICATION  
AGREEMENT**

This Loan Modification Agreement is made this 26TH day of AUGUST, 1997 ("Agreement") to modify that Adjustable Rate Note dated OCTOBER 25, 1994 in the principal sum of \$248,000.00 ("Note") and Adjustable Rate Mortgage and rider dated OCTOBER 30, 1994 ("Mortgage") by and between MATTHEW J. JACOBSON AND THERESA M. JACOBSON, HUSBAND AND WIFE (individually or collectively "Borrower") and MidAmerica Federal Savings Bank ("Lender") which said Mortgage was recorded in the office of the Recorder of Deeds of COOK County on NOVEMBER 11, 1994 as Document 9491983, against the real property described as follows:

LOT 20 IN THOMAS EAGAN'S SUBDIVISION OF BLOCK 15 IN CLAY'S ADDITION TO WESTERN SPRINGS BEING A SUBDIVISION OF THE EAST PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 4241 GARDEN AVENUE, WESTERN SPRINGS, IL 60558 Permanent Index No.: 18-06-130-017-0000

**I. BORROWER'S PROMISE TO PAY NOTE AS MODIFIED**

From and after the date of this Agreement, Borrower agrees to pay the Note, as modified by this Agreement, and further agrees to keep all of the promises and agreements stated in the Note and Mortgage, except as modified hereby.

**1. Agreement with Respect to Principal and Interest Payment**

Borrower promises to pay the principal that has not been paid under the Note, plus interest, as modified by this Agreement, to the order of Lender. As of NOVEMBER 1, 1997, the unpaid principal balance is \$239,950.77. Interest will be charged on the unpaid principal as provided in this Agreement beginning on the date of this Agreement until the full amount of principal and interest has been paid.

**2. Interest Rate and Monthly Payment Changes**

As of OCTOBER 1, 1997, Borrower agrees to pay interest at an initial yearly rate of 7.125%. The interest rate may change on the first day of OCTOBER 1, 2000 and on that day every twelfth (12th) month thereafter ("Change Date"). The interest rate will change in accordance with Section 4(C) of the Note and this Agreement. This interest rate as adjusted shall be the rate Borrower shall pay both before and after any default described in the Note.

**3. Limits on Interest Rate Changes**

The interest rate Borrower shall be required to pay at the first Change Date will not be greater than 9.125% or less than 7.125%. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.00%) from the interest rate charged for the preceding twelve (12) months. The interest rate will never be greater than 13.125%, which is the "Maximum Rate" or less than 7.125% which is the "Minimum Rate."

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#### 4 Monthly Payments

Commencing on NOVEMBER 1, 1997 Borrower agrees to make monthly payments of principal and interest in the amount of \$1,668.32. This amount may change. Changes in the monthly payment will reflect changes in the unpaid principal and in the interest rate applied according to the adjustment provisions of the Note and this Agreement.

#### 5 Fixed Rate Conversion Option

In the event the Note contains a fixed interest rate conversion option, the fixed interest rate calculated under Section 5(B) of the Note shall not be greater than the Maximum Rate or less than the Minimum Rate set forth in paragraph 5(a) above.

#### 6 Maturity Date

If not paid sooner, all principal, interest and other charges due under the Note and Mortgage shall be due on NOVEMBER 1, 2024 ("Maturity Date").

### II. INCORPORATION OF UNCHANGED TERMS/CONTROLLING EFFECT

All of the terms and conditions of the Note and Mortgage that are not changed by this Agreement remain in full force and effect and are incorporated into and made part of this Agreement. To the extent any of the terms, conditions or provisions of this Agreement vary from, or are inconsistent with, the terms, conditions or provisions of the Note and Mortgage, the terms, conditions and provisions of this Agreement shall control and govern.

### III. WRITTEN MODIFICATION

Lender and Borrower agree that this Agreement may not be terminated, changed or amended except by written agreement signed by Lender and Borrower.

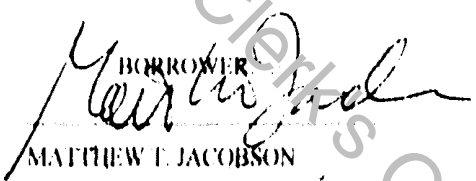
LENDER

MIDAMERICA FEDERAL SAVINGS BANK

By 

Authorized Signature

BORROWER

  
MATTHEW T. JACOBSON

  
THERESA M. JACOBSON

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STATE OF ILLINOIS )  
COUNTY OF *Willcoy* )

97858993

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT PALECZNY, A VICE PRESIDENT of MIDAMERICA FEDERAL SAVINGS BANK, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as the duly authorized representative of MidAmerica Federal Savings Bank, for the uses and purposes therein set forth, including the release and waiver of right of homestead

Given under my hand and official seal, this *1st* day of *Sept*, 1997  
*Gloria D. Jiskra*  
NOTARY PUBLIC



STATE OF ILLINOIS )  
COUNTY OF *Cook* )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MATTHEW T JACOBSON AND THERESA M JACOBSON personally known to me to be the same person(s) whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead

Given under my hand and official seal, this *2nd* day of *Sept*, 1997  
*Erik L. Fechner*  
NOTARY PUBLIC



This instrument was prepared by  
Patrick J. Williams  
CONNOLLY, EKL & WILLIAMS, PC  
115 W 55th Street #400  
Clarendon Hills, Illinois 60514

AFTER RECORDING MAIL TO:  
MIDAMERICA FEDERAL SAVINGS BANK  
1823 CENTRE POINT CIRCLE  
P.O. BOX 3142  
NAPERVILLE, IL 60566-7142  
ATTN: LOAN SERVICE DEPARTMENT



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