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Cook County Recorder

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MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Loan Number:

370401001

Modification Fee:

\$50 1,00

Purpose of Modification:

To change the loan program from a 30 Year Fixed to a 15 Year Fixed;

To reduce the interest rate from 8.00% to 6.875%;

To change the principal and interest payment from \$931.88 to \$1,124.82; and

To change the maturity date from May 1, 2027 to March 1, 2013.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 15th day of February, 1998, by and between Mid America Bank, fsb. of the County of DuPage and State of Illinois (FKA as MidAmerica Federal Savings Bank and hereinafter referred to as "MidAmerica") and MIROSLAW KOPACZEWSKI and BOZENA RODEK, HUSBAND AND WIFE (hereinafter referred to collectively as "Borrowers") shall affect the property located at 6405 N. Lemai, Chicago, Illinois 60646 and legally described as follows:

LOT 2 (EXCEPT THE EASTERLY 25 FEET THEREOF) IN THE RESUBDIVISION OF LOTS 19, 20, 21, AND 22, IN DEVON-HIAWATHAS SUBDIVISION OF PART OF LOTS 2 AND 3 OF JOHN M MILLERS SUBDIVISION OF LOT 23 AND PART OF LOT 20 OGDEN AND JONES SUBDIVISION OF BRONSONS PART OF CALDWELL RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 10334310220000

WHEREAS, MidAmerica has previously loaned Borrowers the principal sum of One Hundred Twenty Seven Thousand and 00/100 Dollars (\$127,000.00) evidenced by a Note ('Note") and Mortgage both dated April 25, 1997 said Mortgage having been recorded in the office of Recorder of Deeds of Cook County, Illinois as Document Number 97-420411 and said Note and Mortgage are incorporated into and made a part of this Modification;

WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note and Mortgage of said indebtedness:

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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:

- 1. It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is One Hundred Twenty Six Thousand One Hundred Twenty One and 85/100 Dollars (\$126,121.85).
- 2. The Borrowers do hereby amend and modify the Note and Mortgage described above by specifically amending Section 2 (INTEREST), 3 (PAYMENTS) and 4 (BORROWER'S RIGHT TO REPAY) of the Note as follows:
 - (a) As of March 1, 1998, the modified interest rate the Borrowers are required to pay will be 6.875%. The new interest rate will be fixed for the remaining term of the loan.
 - The Borrowers shall make the new modified payments on the first day of each month beginning on April 1, 1998.
 - (c) The principal and interest payment based on the rate indicated above will be \$1,124.82.
- 3. It is agreed that all sums owed under the Note will be paid no later than March 1, 2013 (the "Maturity Date") and the Maturity Date under all the Loan Documents will be deemed March 1, 2013. To the extent the terms, conditions and provisions of this Modification differ from or are in consistent with the Note and Mortgage 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 re nan 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 in triplicate this	gay of	1998.	
BORRO)WER(S)	C	% .	
By:	MIROSLAW KOPACZEWSKI	By: <u>f</u> BO	Boyus Rodeu DZENA RODEK	_ 41.9/98
	STATE OF ILLINOIS) COUNTY OF DOPAGE) SS		0,55.	
	COUNTY OF DOINGE)		0	

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that Miroslaw Kopaczewski and Bozena Rodek 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:

Signatur

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LENDER:
MID AMÉRICA BANK, Ísb.
STATE OF ILLINOIS)
) SS COUNTY OF)
THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that the same 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 personal vice President and Asst. Secretary they signed and delivered the said instrument as the person 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 /UG DAY OF April 1998. Soldarse Mergassic Notary Public O I FICIAL SEAL
My Commission Expires: /-//-99
THIS INSTRUMENT PREPARED BY Kenneth Koranda, President Mid America Bank, fsb. 1823 Centre Point Circle, P.O. Box 3142 Naperville, Illinois 60566-7142
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