

MID AMERICA BANK, fsb.  
LOAN MODIFICATION AGREEMENT / ADDITIONAL ADVANCE  
ADJUSTABLE RATE NOTE

Loan Number: 0970924598

Modification Fee: \$750.00

Purpose of Modification:

TO REDUCE THE INTEREST RATE FROM 8.125% TO 7.625%; TO RE-ESTABLISH THE INITIAL 5 YEAR TERM; TO CHANGE THE PRINCIPAL AND INTEREST PAYMENT FROM \$977.13 TO \$972.63; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$5,750.00

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 15TH day of APRIL, 1998 by and between Mid America Bank, fsb. of the County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank, and hereinafter referred to as ("MidAmerica") and JIM S DASAKIS AND VALERIE V DASAKIS, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 411 N CARLYLE ARLINGTON HEIGHTS, IL 60004 and legally described as follows:

LOT TWENTY EIGHT (28) IN WINDSOR HEIGHTS, BEING A SUBDIVISION OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED AS DOC. NO. 1396804.

P.I.N. # 0329424018

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$131,600.00 ) evidenced by a Adjustable Rate Note ("Note") and Mortgage both dated OCTOBER 28, 1997 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 97810887 and said Note and Mortgage are incorporated into and made a part of this Modification;

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

TIM S DASAKIS

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

VALERIE V DASAKIS

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

Valerie Dasakis

BORROWER(S)

Executed, sealed and delivered this 15th day of April, 1998

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.

It is agreed that all sums owed under the Note will be paid no later than November 1, 2027 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed November 1, 2027. 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.

The principal and interest payment based on the rate indicated above will be \$972.63. The Borrowers shall make the new modified payments on the first day of each month beginning on May 1, 1998. The adjustable interest rate may change on the first day of April 1, 2003 and on that day every 12th month thereafter. Each date on which the adjustable rate could change is called a "Change Date". The interest rate the Borrowers are required to pay at the next Change Date will not be greater than 9.625% or less than 7.625%. Thereafter, Borrower interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest the Borrowers have been paying for the preceding twelve months. The Borrowers interest rate will never be greater than 13.625% and never less than 7.625%. Calculation of changes in the interest rate shall be according to the terms of the Note.

As of April 1, 1998 the modified interest rate on the loan will be 7.625% until the next interest rate Change Date. The Borrowers do hereby amend and modify the Note and Mortgage described above by specifically amending Section 2 (Interest), Section 3 (Payments), Section 4 (Interest Rate and Monthly Payment Changes) of the Note as follows:

Mid America will fund an Additional Advance of Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$5,750.00) which shall increase the unpaid principal balance of said indebtedness to One Hundred Thirty Six Thousand Nine Hundred Thirteen and 69/100 Dollars (\$136,913.69). The Note and Mortgage dated October 28, 1997 shall be modified to provide for an additional advance of funds not to exceed the amount of Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$5,750.00). It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is One Hundred Thirty One Thousand One Hundred Sixty Three and 69/100 Dollars (\$131,163.69).

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



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