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Cook County Recorder 25.50



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

Loan Number: 0390306024

Modification Fee: \$750.00

Purpose of Modification:

TO REDUCE INTEREST RATE FROM 9.3% TO 6.75%; TO CHANGE LOAN PROGRAM FROM AN ADJUSTABLE (5/25) TO AN ADJUSTABLE (3/1); TO CHANGE PRINCIPAL AND INTEREST PAYMENT FROM \$711.31 TO \$675.29; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE OF FUNDS IN THE AMOUNT OF \$12,796.85.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 9TH day of MARCH, 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 JOHN D GOSIEWSKI AND MICHELE A GOSIEWSKI, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 3713 GUNDERSON AVE BERWYN, IL 60402 and legally described as follows:

THE NORTH 60.5 FEET OF THE WEST 1/2 OF LOT 9 AFTER EXCEPTING THE EAST 33 FEET THEREOF TAKEN FOR ROAD (EXCEPT THE EAST 8 FEET THEREOF) IN BLOCK 71 IN OLIVER L. WATSON'S OGDEN AVENUE ADDITION TO BERWYN, A SUBDIVISION OF BLOCKS 57 TO 62 AND 71 AND 72 IN CIRCUIT COURT PARTITION OF THE SOUTH EAST 1/4 OF SCETION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 16314191010000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED TWO THOUSAND AND NO/100 Dollars (\$102,000.00) evidenced by a Adjustable Rate Note ("Note") and Mortgage both dated JULY 20, 1992 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 92534267 and said Note and Mortgage are incorporated into and made a part of this Modification;

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BORROWER(S)

By: _____

JOHN D GOSIEWSKI

John D Gosiewski

By: _____

MICHAEL A GOSIEWSKI

Michael A Gosiewski

By: _____

Executed, sealed and delivered this 9th day of March, 1998.

revised.

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

It is agreed that all sums owed under the Note will be paid no later than August 1, 2022 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed August 1, 2022. 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 \$675.29. The Borrowers shall make the new modified payments on the first day of each month beginning on April 1, 1998. The adjustable interest rate may change on the first day of March 1, 2001, 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 8.75% or less than 6.75%. 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 12.75% and never less than 6.75%. Calculation of changes in the interest rate shall be according to the terms of the Note.

As of March 1, 1998, the modified interest rate on the loan will be 6.75% 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 (Adjustable Interest Rate and Monthly Payment Changes) of the Note as follows:

Mid America will fund an Additional Advance of Twelve Thousand Seven Hundred Ninety Six and 85/100 Dollars (\$12,796.85) which shall increase the unpaid principal balance of said indebtedness to Ninety Six Thousand Eight Hundred Forty Six and 54/100 Dollars (\$96,846.54)

The Note and Mortgage dated July 20, 1992 shall be modified to provide for an additional advance of funds not to exceed the amount of Twelve Thousand Seven Hundred Ninety Six Thousand and 85/100 Dollars (\$12,796.85).

It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is Eighty Four Thousand Forty Nine and 69/100 Dollars (\$84,049.69).

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;

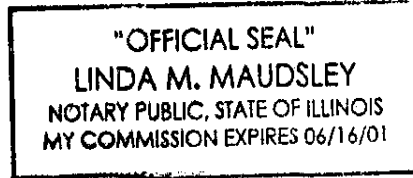
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STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that JOHN D GOSIEWSKI AND MICHELE A GOSIEWSKI 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: *Linda M Maudsley*
LINDA M MAUDSLEY
Name (Typed or Printed)



My Commission Expires: 06/16/01

LENDER:

MID AMERICA BANK, fsb.:

Amphur and *Alan Anderson*

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that MARITHESE FORDE, personally known to me to be the Asst Vice President of Mid America Bank, fsb., a national banking corporation and Remon, the Asst. Secretary of said corporation and 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 Asst Vice President and Asst. Secretary they signed and delivered the said instrument as the Asst 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.

GIVEN UNDER MY HAND AND SEAL THIS 9th DAY OF June, 1998

Lorraine Meingasner
Notary Public

My Commission Expires: 1-11-99



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