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Cook County Recorder 25.50



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

**Loan Number:** 103029659

**Modification Fee:** \$750.00

**Purpose of Modification:**

- To change the loan program from a Adjustable Rate to a Fixed Rate;
- To change the principal and interest payment from \$647.08 to \$846.99;
- To change the maturity date from October 1, 2025 to July 1, 2013;
- To modify the original mortgage to allow for an additional advance of funds; and
- To provide an additional advance in the amount of \$750.00;

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 30th day of June, 1998, by and between Northwestern Savings Bank kka 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 TADEUSZ BURGRAF and STANISLAWA BURGRAF, HIS WIFE (hereinafter referred to collectively as "Borrowers") shall affect the property located at 4455 N. Mango Avenue, Chicago, Illinois 60630 and legally described as follows:

LOT 105 IN WILLIAM H. BRITIGAN'S SECOND ADDITION TO PORTAGE PARK IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, IN THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 13-17-230-002

WHEREAS, Northwestern Savings Bank kka MidAmerica has previously loaned Borrowers the principal sum of Ninety Eight Thousand Five Hundred and 00/100 Dollars (\$89,500.00) evidenced by a Adjustable Rate ("Note") and Mortgage both dated September 26, 1995, said Mortgage having been recorded in the office of Recorder of Deeds of Cook County, Illinois as Document Number 95-696740 and said Note and Mortgage are incorporated into and made a part of this Modification;

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

1. It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is Ninety Three Thousand Nine Hundred Forty Six and 41/100 Dollars (\$93,946.41).
2. The Note and Mortgage dated September 26, 1995 shall be modified to provide for an additional advance of funds not to exceed the amount of Seven Hundred Fifty and 00/100 Dollars (\$750.00).
3. MidAmerica will fund an Additional Advance of One Seven Hundred Fifty Dollars and 00/100 (\$750.00) which shall increase the unpaid principal balance of said indebtedness to Ninety Four Thousand Six Hundred Ninety Six and 41/100 Dollars..
4. The Borrowers do hereby further amend and modify the Note and Mortgage described above by specifically substituting the following provisions for Sections 2 (INTEREST), 3 (PAYMENTS), and 4 (ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES) of the Note and re-numbering the balance of the Note sections accordingly:
  - (a) As of July 1, 1998, the modified interest rate the Borrowers are required to pay will be 6.875%.
  - (b) The Borrowers will pay principal and interest by making payments every month. The Borrowers will make monthly payments on the 1st day of each month beginning on August, 1, 1998. The Borrowers will make these payments every month until all of the principal and interest and any other charges as defined under the Note have been paid. The Borrowers monthly payments will be applied to interest before principal. If on, July 1, 2013, the Borrowers still owe amounts under the Note, the Borrowers will pay these amounts in full on that date, which is the "maturity date"
  - (c) The modified interest rate will be fixed for the remaining term of the loan.
5. It is agreed that all sums owed under the Note will be paid no later than July 1, 2013 (the "Maturity Date") and the Maturity Date under all the Loan Documents will be deemed July 1, 2013. To the extent the terms, conditions and provisions of this Modification differ from or are inconsistent with the Note and 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 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.

Executed, sealed and delivered in triplicate this 08 day of July 1998.

BORROWER(S)

By: Tadeusz Burgraf  
TADEUSZ BURGRAF

By: Stanislawa Burgraf  
STANISLAWA BURGRAF

STATE OF ILLINOIS )  
  )SS  
COUNTY OF COOK )

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that Tadeusz Burgraf and Stanislawa Burgraf whose names are subscribed to the foregoing instrument, appeared before me this day

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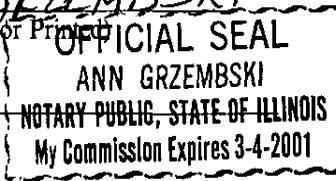
in person, and that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature:

*Ann Grzembski*  
ANN GRZEMBSKI  
Name (Typed or Printed)

My Commission Expires:



LENDER:

MID AMERICA BANK, fsb.

*Manthorse Corp*  
Manthorse Corp AVP

*Alice Platt*  
Asst Secretary



STATE OF ILLINOIS )  
COUNTY OF ) *Will* ) SS

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Manthorse Corp, personally known to me to be the Asst Vice President of Mid America Bank, fsb., a national banking corporation and Alice Platt, 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 06 DAY OF July, 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

