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Cook County Recorder

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**MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT**

Loan Number: 0103019736

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY FROM AN ADJUSTABLE (5/1) TO A FIXED RATE; TO MODIFY THE INTEREST RATE FROM 6.625% TO 6.875%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$887.48 TO \$1184.71; TO MODIFY THE ORIGINAL MATURITY DATE FROM DECEMBER 1, 2025 TO JUNE 1, 2014.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 11TH day of JUNE, 1999 by and between MidAmerica Bank, fsb, of the County of DuPage and State of Illinois (FKA MidAmerica Federal Savings Bank), and hereinafter referred to as "MidAmerica" and NORBERTO ARROYO AND SILVIA ARROYO, HIS WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 5406 W 23RD STREET CICERO, IL 60650 and legally described as follows:

LOT 37 IN BLOCK 8 IN MORTON PARK LAND ASSOCIATION SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. # 16 28 105 037 0000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED THIRTY EIGHT THOUSAND SIX HUNDRED AND NO/100 Dollars (\$138,600.00) evidenced by a Note ("Note") and Mortgage both dated NOVEMBER 27, 1995 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 95-896613 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:

It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is One Hundred Thirty Two Thousand Eight Hundred Thirty Seven and 21/100 Dollars (\$132,837.21).

The Borrowers do hereby amend and modify the Note and Mortgage described above by specifically amending Section 2 (Interest), Section 3 (Payments) and Section 4 (Interest Rate and Monthly Payment Changes) of the Note as follows:

As of June 1, 1999, the modified interest rate the Borrowers are required to pay will be 6.875%.

This modified interest rate will remain constant for the remaining term of the loan. The principal and interest payment based on the rate indicated above will be \$1184.71. The Borrowers shall make the new modified payments on the first day of each month beginning on July 1, 1999.

It is agreed that all sums owed under the Note will be paid no later than June 1, 2014 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed June 1, 2014. 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.

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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 this 11th day of June, 1999.

BORROWER(S)

By:

Norberto Arroyo 6-25-99
NORBERTO ARROYO

By:

Silvia Arroyo
SILVIA ARROYO

By:

By:

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STATE OF ILLINOIS)
)SS
COUNTY OF)

90675202

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that
NORBERTO ARROYO AND SILVIA ARROYO
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:

Karen K. Herrera

Name (Typed or Printed)

My Commission Expires:

"OFFICIAL SEAL"
KAREN K. HERRERA
Notary Public, State of Illinois
My Commission Expires 8-20-2001

LENDER:

MID AMERICA BANK, fsb.:

Karen Meyer, VP

Robert Arroyo

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that
Karen Meyer, personally known to me to be the
Vice President of Mid America Bank, fsb., a national banking corporation and
Robert Arroyo, 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 Karen Meyer Vice President and
Asst. Secretary they signed and delivered the said instrument as the Robert Arroyo 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 25 DAY OF June, 1999.

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
KAREN K. HERRERA
Notary Public, State of Illinois
My Commission Expires 8-20-2001

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

