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Cook County Recorder 28.00



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MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT

Loan Number: 0970902034

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE LOAN PROGRAM FROM AN ADJUSTABLE (7/23) TO A FIXED RATE; TO MODIFY THE INTEREST RATE FROM 6.625% TO 7.00%; TO MODIFY THE ORIGINAL MATURITY DATE FROM OCTOBER 1, 2023 TO JULY 1, 2014; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$685.13 TO \$663.95; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$950.00; AND TO MODIFY TO ALLOW FOR NO PLEDGE/NO ESCROW.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 1ST day of JULY, 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 DANIEL J HOWARD AND CYNTHIA A HOWARD HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 4104 S. EAST AVENUE STICKNEY, IL 60402 and legally described as follows:

SEE ATTACHED FOR LEGAL DESCRIPTION

P.I.N. # 19 06 216 026 0000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED SEVEN THOUSAND AND NO/100 Dollars (\$107,000.00) evidenced by a Note ("Note") and Mortgage both dated SEPTEMBER 23, 1993 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 93-789494 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 Seventy Two Thousand Nine Hundred Seventeen and 84/100 Dollars (\$72,917.84).

The Note and Mortgage dated September 23, 1993 shall be modified to provide for an additional advance of funds not to exceed the amount of Nine Hundred Fifty and 00/100 Dollars (\$950.00).

Mid America will fund an Additional Advance of Nine Hundred Fifty and 00/100 Dollars (\$950.00) which shall increase the unpaid principal balance of said indebtedness to Seventy Three Thousand Eight Hundred Sixty Seven and 84/100 Dollars (\$73,867.84).

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 (Adjustable Interest Rate and Monthly Payment Changes) of the Note as follows:

As of July 1, 1999, the modified interest rate the Borrowers are required to pay will be 7.00%.

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 \$663.95. The Borrowers shall make the new modified payments on the first day of each month beginning on August 1, 1999.

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

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 1st day of July, 1999.

BORROWER(S)

By: Daniel J. Howard
(DANIEL J. HOWARD)

By: Cynthia A. Howard
(CYNTHIA A. HOWARD)

By: _____

By: _____

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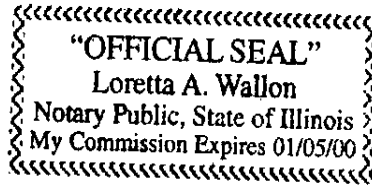
STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that DANIEL J HOWARD AND CYNTHIA A HOWARD whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that T he y 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: [Handwritten Signature]
LORETTA A. WALLON
Name (Typed or Printed)

My Commission Expires: 1/5/00



LENDER:

MID AMERICA BANK, fsb.:

[Handwritten Signature] [Handwritten Signature]

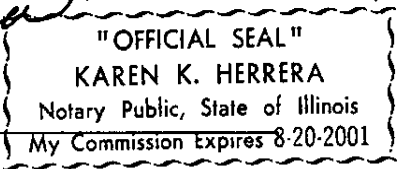
STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Karen Herrera, personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and Renee Rose, 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 Vice President and Asst. Secretary they signed and delivered the said instrument as the 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 30 DAY OF June, 1998

[Handwritten Signature]
Notary Public

My Commission Expires:



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

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Property of Cook County Clerk's Office

LOT 3 IN IMPERIAL ESTATES RESUBDIVISION, BEING A RESUBDIVISION OF THAT PART OF BLOCK 10 IN NICKERSON'S SUBDIVISION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BLOCK 10; THENCE SOUTH ALONG THE EAST LINE OF BLOCK 10 A DISTANCE OF 40.00 FEET FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY A DISTANCE OF 38.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 13 FEET OF BLOCK 10; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 13 FEET A DISTANCE OF 133.10 FEET TO THE NORTHEAST CORNER OF LOT 1 IN WESLEY ESTATES, RECORDED DECEMBER 13, 1976 AS DOCUMENT NO. 23745557; THENCE SOUTH AT RIGHT ANGLES TO THE PROCEEDING LINE A DISTANCE OF 110.00 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOT 1 IN WESLEY ESTATES; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 10 A DISTANCE OF 40.04 FEET TO A POINT ON A LINE, SAID LINE BEING PARALLEL WITH AND 120.00 FEET WEST OF THE EAST LINE OF BLOCK 10; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 106.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 10 A DISTANCE OF 120.00 FEET; THENCE NORTH ALONG THE EAST LINE OF BLOCK 10 A DISTANCE OF 189.00 FEET TO A THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.