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Cook County Recorder 25.50



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

Loan Number: 0970130676

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 7.875% TO 6.50%; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1707.21 TO \$1806.05; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$51,414.85.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 11TH day of DECEMBER, 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 GRZEGORZ CZERNECKI AND TERESA CZERNECKI, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 4928 MONITOR CHICAGO, IL 60630 and legally described as follows:

LOT 515 AND THE SOUTH HALF (1/2) OF LOT 516 IN WILLIAM ZELOSKY'S COLONIAL GARDENS, A SUBDIVISION OF THE WEST FRACTIONAL HALF (1/2) OF THE SOUTHEAST FRACTIONAL QUARTER (1/4) OF FRACTIONAL SECTION EIGHT (8), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. # 13084190340000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100 Dollars (\$180,000.00) evidenced by a Note ("Note") and Mortgage both dated MAY 30, 1997 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 97-401009 and said Note and Mortgage are incorporated into and made a part of this Modification;

SP/My

BORROWER(S)

By: _____

By: Magdalena Gzerniecki
MAGDALENA GZERNIECKI

By: _____

By: Teresa Gzerniecki
TERESA GZERNIECKI

Executed, sealed and delivered this 11th day of December, 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.

As of December 1, 1998, the modified interest rate the Borrowers are required to pay will be 6.50%. 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 \$1806.05. The Borrowers shall make the new modified payments on the first day of each month beginning on January 1, 1999. It is agreed that all sums owed under the Note will be paid no later than July 1, 2012 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed July 1, 2012. 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.

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 Forty Three Thousand Seven Hundred Eighty Five and 15/100 Dollars (\$143,785.15). The Note and Mortgage dated May 10, 1997, shall be modified to provide for an additional advance of funds not to exceed the amount of Fifty One Thousand Four Hundred Fourteen and 85/100 Dollars (\$51,414.85). Mid America will fund an Additional Advance of Fifty One Thousand Four Hundred Fourteen and 85/100 Dollars (\$51,414.85) which shall increase the unpaid principal balance of said indebtedness to One Hundred Ninety Five Thousand Two Hundred and 00/100 Dollars (\$195,200.00). The Borrowers do hereby amend and modify the Note and Mortgage described above by specifically amending Section 2 (Interest) and Section 3 (Payments) of the Note as follows:

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STATE OF ILLINOIS)
COUNTY OF DuPage)SS

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that GRZEGORZ CZERNECKI AND TERESA CZERNECKI 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: Lorraine Meingasner
Name (Typed or Printed) LORRAINE MEINGASNER

"OFFICIAL SEAL
LORRAINE MEINGASNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/11/99

My Commission Expires: 1.11.99

LENDER:

MID AMERICA BANK, fsb.:

[Signatures of Karen Meyer and another individual]

STATE OF ILLINOIS)
COUNTY OF)SS

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 Denise 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 19th DAY OF Dec. 1998
Mary L Jensen
Notary Public

My Commission Expires: 4-16-02

"OFFICIAL SEAL"
MARY L. JENSEN
Notary Public, State of Illinois
My Commission Expires April 16, 2002

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

