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Cook County Recorder 25.50



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

Loan Number: 0931214219

Modification Fee: \$1,050.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 8.250% TO 6.375%; TO MODIFY THE LOAN PROGRAM FROM AN ADJUSTABLE (3/1) TO A FIXED; TO MODIFY THE MATURITY DATE FROM FEBRUARY 1, 2024 TO DECEMBER 1, 2013; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1437.26 TO \$1932.19; TO MODIFY ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS, AND TO PROVIDE AN ADDITIONAL ADVANCE OF FUNDS IN THE AMOUNT OF \$44,733.45

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 24TH 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 MICHAEL S CALLAGHAN AND MARY E CALLAGHAN, HUSBAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 405 50TH PLACE WESTERN SPRINGS, IL 60558 and legally described as follows:

THE WEST 5 FEET OF LOT 40, AS MEASURED PARALLEL TO THE WEST LOT LINE OF LOT 40 AND LOT 41 (EXCEPT THE WEST 5 FEET THEREOF) IN BLOCK 10 IN SPRINGDALE-UNIT #3, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 1, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT "A" IN SPRINGDALE-UNIT #2, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 8 AFORESAID, ACCORDING TO THE PLAT OF SAID SPRINGDALE-UNIT #3, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ILLINOIS, ON SEPTEMBER 16, 1959, AS DOCUMENT #18 86 018, IN COOK COUNTY, ILLINOIS.

P.I.N. # 18-08-318-059-0000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of ONE HUNDRED NINETY THREE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$193,600.00) evidenced by a Note ("Note") and Mortgage both dated JANUARY 28, 1994 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 94123592 and said Note and Mortgage are incorporated into and made a part of this Modification;

Handwritten initials/signature

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By: _____
By: _____
BORROWER(S)
By: _____
By: _____
MICHAEAL S CALLAGHAN
Mary E Callaghan
MARY E CALLAGHAN

Executed, sealed and delivered this 24th 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.

Property of Court

As of December 1, 1998 the modified interest rate the Borrowers are required to pay will be 6.125%.
The right of the Borrowers to make any prepayment under the Note and Mortgage is modified by the terms of the attached Prepayment Premium Rider to the Note, and any prepayments made by the Borrowers shall hereafter be subject to the Prepayment Premium provisions contained therein.
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 \$1932.19. 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 December 1, 2013 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed January 1, 2013. 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.

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 Eighty Two Thousand Six Hundred Thirty Seven and 20/100 Dollars (\$182,637.20).
The Note and Mortgage dated January 28, 1994 shall be modified to provide for an additional advance of funds not to exceed the amount of Forty Four Thousand Seven Hundred Thirty Three and 45/100 Dollars (\$44,733.45).
Mid America will fund an Additional Advance of Forty Four Thousand Seven Hundred Thirty Three and 45/100 Dollars (\$44,733.45) which shall increase the unpaid principal balance of said indebtedness to Two Hundred Twenty Seven Thousand One Hundred Fifty and 00/100 Dollars (\$227,150.00).
The Borrowers do hereby amend and modify the Note and Mortgage described above by specifically amending Section 2 (Interest), Section 3 (Payments), Section 4 (Interest Rate and Monthly Payment Changes), Section 5 (Borrower's Right to Prepay) of the Note as follows:
As of December 1, 1998 the modified interest rate the Borrowers are required to pay will be 6.125%.

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)
COUNTY OF DuPage)SS

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that MICHAEL S CALLAGHAN AND MARY E CALLAGHAN 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.:

Karen Meza, V.P. Kelli Wagner

STATE OF ILLINOIS)
COUNTY OF DuPage)SS

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Karen Meza, personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and Kelli Wagner, the Ass. 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 28th DAY OF December, 1998

Lorraine Meingasner
Notary Public

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

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