



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

Loan Number: 0930126992

Modification Fee: \$950.00

Purpose of Modification:

TO MODIFY THE INTEREST RATE FROM 6.525% TO 6.250%; TO RE-ESTABLISH THE INITIAL 3 YEAR TERM; TO MODIFY THE PRINCIPAL AND INTEREST PAYMENT FROM \$1972.16 TO \$2337.81; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$70,785.94

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 13TH day of JANUARY, 1999 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 SHAROLYN RHEES, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 3714 N LAKEWOOD CHICAGO, IL 60613 and legally described as follows:
LOT 87 AND THE SOUTH 5 FEET OF LOT 88 IN MILLER'S SUBDIVISION OF BLOCKS 5 AND 6 OF EDSONS SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 14201160370000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of THREE HUNDRED EIGHT THOUSAND AND NO/100 Dollars (\$308,000.00) evidenced by a Adjustable Rate Note ("Note") and Mortgage both dated FEBRUARY 20, 1998 said Mortgage having been recorded in the office of Recorder of Deeds of Cook County, Illinois as Document Number 98159611 and said Note and Mortgage are incorporated into and made a part of this Modification;

By: _____

By: _____

By: _____

By: _____

BORROWER(S)

SHAROLYN RHEES

[Signature]

Executed, sealed and delivered this 13th day of January, 1999

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.

It is agreed that all sums owed under the Note will be paid no later than March 1, 2028 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed March 1, 2028. 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.

The principal and interest payment based on the rate indicated above will be \$2337.81. The Borrowers shall make the new modified payments on the first day of each month beginning on February 1, 1999.

The adjustable interest rate may change on the first day of January 1, 2002 and on that day every 12th month thereafter. Each date on which the adjustable rate could change is called a "Change Date". The interest rate the Borrowers are required to pay at the next Change Date will not be greater than 8.250% or less than 6.250%. Thereafter, Borrower interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest the Borrowers have been paying for the preceding twelve months. The Borrowers interest rate will never be greater than 12.250% and never less than 6.250%. Calculation of changes in the interest rate shall be according to the terms of the Note.

As of January 1, 1999 the modified interest rate on the loan will be 6.250% until the next interest rate Change Date.

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) of the Note as follows:

Mid America will fund an Additional Advance of Seventy Thousand Seven Hundred Eighty Five and 94/100 Dollars (\$70,785.94) which shall increase the unpaid principal balance of said indebtedness to Three Hundred Seventy Six Thousand and 00/100 Dollars (\$376,000.00).

The Note and Mortgage dated February 20, 1998 shall be modified to provide for an additional advance of funds not to exceed the amount of Seventy Thousand Seven Hundred Eighty Five and 94/100 Dollars (\$70,785.94).

It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is Three Hundred Five Thousand Two Hundred Fourteen and 06/100 Dollars (\$305,214.06).

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:

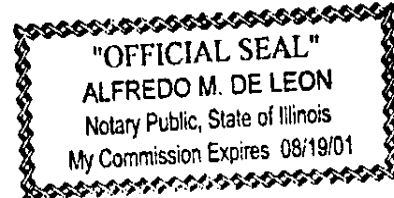
WHEREAS, the parties hereto for mutual consideration wish to revise the terms of the Note and Mortgage of said indebtedness;

STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that SHAROLYN RHEES whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that s he signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal

Signature: [Handwritten Signature]
Name (Typed or Printed) Alfredo M. De Leon



My Commission Expires: 8.19.01

LENDER:

MID AMERICA BANK, fsb.:

[Handwritten Signature] _____ [Handwritten Signature] _____

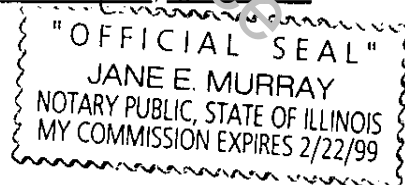
STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Jane Murray, personally known to me to be the _____ Vice President of Mid America Bank, fsb., a national banking corporation and [Handwritten Name], 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 26th DAY OF January, 1999

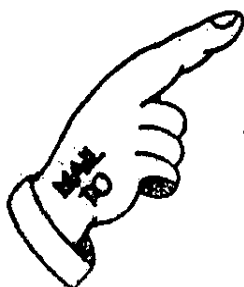
[Handwritten Signature]
Notary Public

My Commission Expires: 2-22-99



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



UNOFFICIAL COPY

47870299

PROPERTY OF
ALFREDO M. DE LUCA
Notary Public in and for the State of Illinois
My Commission Expires 03/31/2018

Property of Cook County Clerk's Office

11/11/17