

99261991

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\$26.00

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COOK COUNTY RECORDER



99261991

MID AMERICA BANK, fsb.
LOAN MODIFICATION AGREEMENT

Loan Number: 09E0219867

Modification Fee: \$750.00

Purpose of Modification:

MODIFY INTEREST RATE FROM 7.750% TO 6.750%; MODIFY THE PRINCIPAL AND INTEREST FROM \$1627.33 TO \$1704.72; MODIFY THE MAJORITY DATE FROM MARCH 1, 2028 TO FEBRUARY 1, 2019; MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOR AN ADDITIONAL ADVANCE OF FUNDS; AND TO PROVIDE AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$750.00.

This Loan Modification Agreement (hereinafter referred to as "Modification") made and entered into this 8TH day of FEBRUARY, 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 JOHN G WAGNER III, AN UNMARRIED PERSON

(hereinafter referred to collectively as "Borrowers") shall affect the property located at 1061 W SUTTON CT PALATINE, IL 60067 and legally described as follows:

UNIT 17 BEING THE SOUTH 34.92 FEET OF LOT 4 IN SUTTON PARK PLACE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 02-09-402-051-0000

WHEREAS, MidAmerica has previously loaned the Borrower(s) the principal sum of

TWO HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED FIFTY AND NO/100 Dollars (\$227,150.00) evidenced by a Note ("Note") and Mortgage both dated FEBRUARY 21, 1998 said Mortgage having been recorded in the office of Recorder of Deeds of COOK County, Illinois as Document Number 98175077 and said Note and Mortgage are incorporated into and made a part of this Modification;

M1294 2/98 Page 1 of 3

98175077

26.00

S.Y
P.3
N
M.Y
6/19/99

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By: _____

By: _____

John G. Wagner III
JOHN G. WAGNER III

BORROWERS)

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 8th day of February, 1999.

Property of Cook County, Illinois

shall control and govern.

or other Loan Documents executed by the Borrowers, the terms, conditions and provisions of this Modification Date") and the Maturity Date under all the Loan Documents will be deemed February 1, 2019. To the extent the terms, conditions and provisions of this Modification offer from or are inconsistent with the Note, Mortgage

It is agreed that all sums owed under the Note will be paid no later than February 1, 2019 ("the Maturity Date") and the Maturity Date under all the Loan Documents will be deemed February 1, 2019. To the extent the terms, conditions and provisions of this Modification offer from or are inconsistent with the Note, Mortgage

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 \$1704.72. The Borrowers shall make the new modified payments on the first day of each month beginning on March 1, 1999.

As of February 1, 1999, the modified interest rate the Borrowers are required to pay will be 6.750%. 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:

The Borrowers will fund an Additional Advance of Seven Hundred Fifty and 00/100 Dollars (\$750.00) which shall increase the unpaid principal balance of said indebtedness to Two Hundred Twenty Four Thousand One Hundred Ninety-seven and 61/100 Dollars (\$224,197.61).

The Note and Mortgage dated February 21, 1998 shall be modified to provide for an additional advance of funds not to exceed the amount of Seven Hundred Fifty and 00/100 Dollars (\$750.00).

It is agreed that as of the date of this Modification, the unpaid principal balance of said indebtedness is Two Hundred Twenty Three Thousand Four Hundred Forty-seven and 61/100 Dollars (\$223,447.61).

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;

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STATE OF ILLINOIS)
)SS
COUNTY OF)

99261991

THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that
JOHN G WAGNER III

whose names are subscribed to the foregoing instrument, appeared before me this day in person, and that he signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Signature: Bettina T. Hoang

BETTINA T. HOANG
Name (Typed or Printed)



My Commission Expires: 4-18-99

LENDER:

MID AMERICA BANK, fsb.:

Karen Menza, VP

[Signature]

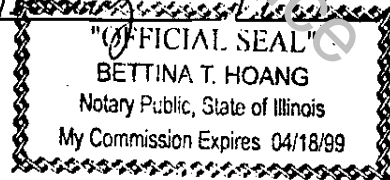
STATE OF ILLINOIS)
)SS
COUNTY OF)

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that

Karen Menza, personally known to me to be the Vice President of Mid America Bank, fsb., a national banking corporation and Trace Ray, 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 5th DAY OF February 1999

Bettina T. Hoang
Notary Public



My Commission Expires: 4/18/99

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



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APR 1998

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CLERK OF COURT
COUNTY OF COOK
CHICAGO, ILLINOIS

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CHICAGO, ILLINOIS

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