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Cook County Recorder

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## MID AMERICA BANK, fsb. LOAN MODIFICATION AGREEMENT

Loan Number:

0970731735

**Modification Fee:** 

\$750.00

## **Purpose of Modification:**

TO REDUCE INTEREST RATE FROM 7.125% TO 6.375%; TO CHANGE THE LOAN PROGRAM FROM AN ADJUSTABLE 5/1 ARM TO A FIXED RATE; TO CHANGE THE PRINCIPAL AND INTEREST FROM \$683.55 TO \$875.40; TO CHANGE THE MATURITY DATE FROM 12/01/2027 TO 11/01/2013; TO MODIFY THE ORIGINAL MORTGAGE TO ALLOW FOF 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 day of NOVEMBER, 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 VIJAY S GADDE AND MADHAVI GADDE, MUSPAND AND WIFE

(hereinafter referred to collectively as "Borrowers") shall affect the property ic called at 259-2 JENNIFER LANE PALATINE, IL 60067 and legally described as follows:

UNIT 62A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN HAMILTON PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 86600323 AND AMENDED BY DOCUMENT NUMBERS 87551346, 23536737, 97360478 AND 97719782, IN SECTIONS 10 AND 15, TOWNSHIP 42 NORTH, RANGL 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.l.N. # 02-15-200-024-1056

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

ONE HUNDRED ONE THOUSAND FOUR HUNDRED SIXTY AND NO/100

Evidenced by a Note ("Note") and Mortgage both dated NOVEMBER 5, 1997

Recorded in the office of Recorder of Deeds of COOK

County, Illinois as Document Number and said Note and Mortgage are incorporated into and made a part of this Modification; M1294 2/98 Page 1 of 3

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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 One. Hundred Thousand Five Hundred Forty and 59/100 Dollars (\$100;540.59).

The Note and Mortgage dated November 5, 1997 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).

Mid America 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 One Hundred One Thousand Two Hundred Ninety and 59/100 Dollars (\$101,290.59).

The Borrowers (lo nereby amend and modify the Note and Mortgage described above by specifically amending Section 2 (Interest) Section 3 (Payments) of the Note as follows:

As of November 1, 1939, the modified interest rate the Borrowers are required to pay will be 6.375%.

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 \$875.40. The Borrowers shall make the new modified payments on the first day of each month beginning on December 1, 1998.

It is agreed that all sums owed under the Note will be paid no later than November 1, 2013. To the extent the Date") and the Maturity Date under all the Loar, Documents will be deemed November 1, 2013. To the extent the terms, conditions and provisions of this Modification or are inconsistant 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

Executed, sealed and delivered this  $\frac{18th}{18th}$  day of  $\frac{November}{November}$ ,  $\frac{1998}{November}$ 

YE WADHAVI GADDE

3V: WALKERIN

TOWN S. INOIA

By:

By:

revised.

6 to 2 egs 9 86\2 to 13

**UNOFFICIAL COPY** 

COUNTY OF	
THE UNDERSIGNED, a Notary Public in and for said co	ounty and state, do hereby certify that
VIJAY S GADDE AND MADHAVI GADDE	State of the state
whose names are subscribed to the foregoing instrument, appear	
	nd voluntary act, for the uses and purposes therein
set forth.	
WITNESS my hand and official seal.	
WITH 250 my hand and official seal.	07771111
Signature: Mulause Herryansus	"OFFICIAL SEAL"
A de la maria	LORRAINE MEINGASNER
[]ICHANE   116/106ASUET	NOTARY PUBLIC, STATE OF ILLINOIS
Name (Typed or Printed)	MY COMMISSION EXPIRES 1/11/99
My Commission Expires: 1.11.99	
Q <sub>A</sub>	<del></del>
LENDER:	
MID AMERICA BANK, fsb.:	
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Merrie Mila Con of	Jean Januar aut Sect
STATE OF ILLINOIS	
) ss	
COUNTY OF MALL)	$= (2\pi - \epsilon) + (2\pi - \epsilon$
	<b>/</b>
THE UNDERSIGNED, a Notary Public in and for said a	ersonally known to me to be the <u>ASSY</u>
Vice President of Mid America Bank, fsb.,	a rational banking corporation and
	he Ass. Sccretary of said corporation and
personally known to me to be the same persons whose nar appeared before me this day in person and severally acknowled	
Asst. Secretary they signed and delivered the said instrumen	
Secretary of said corporation and caused the corporate seal of	
authority, given by the Board of Directors of said corporation as	
voluntary act and deed of said corporation, for the uses and purp	ooses therein set forth.
GIVEN UNDER MY HAND AND SEAL THIS GOY DAY	OF Scenter 1998_
Augus Herron	"OFFICIAL SEAL
Notary Public ()	LORRAINE MEINGASNIER
	NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires:	MY COMMISSION EXPIRES 1/11/99
THIS INSTRUMENT PREPARED BY	WHEN RECORDED RETURN TO:
	Mid America Bank, fsb.

STATE OF ILLINOIS

Mid America Bank, fsb.

Naperville, Illinois 60566-7142

1823 Centre Point Circle, P.O. Box 3142

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... 1823 Centre Point Circle

P.O. Box 3142

Naperville, Illinois 60566-7142