UNOFFICIAL COPER'179223

2002-10-25 10:21:41

Cook County Recorder

36,50



RECORDUC REQUESTED BY FIRST AMERICAN TITLE CO.

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO. 3355 MICHELSON DRIVE, SUITE 250 **IRVINE, CA 92612** ATTN: LOAN MODIFICATION DEPT.

THIS SPACE FOR RECORDER=S USE ONLY

MORTGAGE AGREEMENT



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (ADD TIONAL RECORDING FEE APPLIES)

21179223

When Recorded Mail To:

FIRST AMERICAN TITLE Special Default Services 3355 Michelson Dr. Ste#250 Irvine, CA 92612

MODIFICATION AGREEMENT

This Mcdification and Extension Agreement ("Agreement") is made this 1929 day of August , 2002, between MidFirst Bank (hereinafter referred to as to "Lender"), and LORENZO HUGHES (hereinafter referred to as "Borrower"), for loan No. 33433309, referring to property located at 1929 S 23RD AVE, MAYWOOD, IL 60153-2811.

WITNESSETH:

WHEREAS the Borrower is now in debted to the Lender in the sum of Seventy Thousand Two Hundred Forty Nine Dollars and Ninety Seven Cents (\$70,249.97) (hereinafter referred to as the "New Principal Amount") consisting of unpaid principal in the amount of Sixty Four Thousand Nine Hundred Forty Seven Dollars and Fifty Cents (\$64,947.50), Interest from December 01, 2001 to July 01, 2002, in the amount of Three Thousand Five Hundred Ninety-Nine Dollars and Nineteen Cents (\$5,599.19) and Escrow Advanced by Lender in the amount of One Thousand Seven Hundred Three Dollars and Twenty Eight Cents (\$1,703.28), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated October 08, 1991 and recorded in the office of the Recorder of Deeds in COOK County in the State of Illinois on October 19, 1924, as Document No 91528907; and

WHEREAS the parties mutually agree to modify the terms of payment of said indebtedness by changing the amount of the monthly mortgage payment and the term of the mortgage and by amortizing past-due interest from December 01, 2001 to July 01, 2002.

21179223

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed as follows:

The Borrower shall pay the New Principal Amount with interest at the rate of Nine and One Half percent (9.500%) per annum on the unpaid principal balance in monthly installments of approximately Eight Hundred Seventy Four Dollars and Twenty Nine Cents (\$874.29) consisting of Principal/Interest in the amount of Six Hundred Three Dollars and Forty Cents (\$603.40) and current escrow in the amount of Two Hundred Seventy Pollars and Eighty Nine Cents (\$270.89). The first monthly mortgage payment pursuant to this Agreement shall be due on August 01, 2002, with each monthly payment due on the first day of each month thereafter until the New Principal Amount, with interest thereon, is paid in full, except that the final payment of the New Principal Amount, in interest and escrow shall be due and payable on the first day of June 01, 2029, unless paid in full prior to said date.

The subject mortgage shall remain as a first lien upon the premises. The subject note and the security instrument securing same shall not in any way be prejudiced by this Agreement. However, the subject note and security instrument and all the covenants and agreements contained therein and the rights of the parties thereunder shall remain in full force and effect except as expressly modified herein.

The Lender shall retain the legal right to foreclose upon the original mortgage pursuant to the terms of said mortgage if the Borrower shall agair default on the subject loan.

IN WITNESS WHEREOF, the parties have signed, sealed, and delivered this Agreement on the date first above written.

LENDER:

BORROWER:

MidFirst Bank

By: Jerry Woofli Its: Vice President

Page 2 of 5 MMC # 33433309

21179223

State of Illinois County of COOK

On this Aday of August, 2002 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared LORENZO HUGHES, to me known to be the same person(s) described in and who executed the foregoing instrument, and acknowledged that he/she voluntarily executed the same as his/her free act and deed.

WITNESS my hand and Notarial Seal at office the day and year first above ritten.

Notary Public

Commission expires: Sept. 2, 1

EARLENE SKINNER
Notary Public, State of Illinois
My Commission Expires Sept. 21, 2005

21179223

State of Oklahoma

County of <u>forthauatomie</u>

On this 16th day of September, 2002 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jerry Wipfli, Vice President, to me known to be the same person described in and who execute the foregoing instrument, and acknowledged that she voluntarily executed the same as a free act and deed.

WITNESS my hand and Notarial Seal at office the day and year first above written.

Commission expires:

RYAN J. MOODY Pottawatomie County Notary Public in and for State of Oklahoma Cor imission # 00013876 Expires 8/18/04

Diff Clark's Office

Prepared by: Midland Mortgage Co.

Loss Mitigation Department

P.O. Box 26648

Oklahoma City, OK 73126-0648

(800) 552-3000

21179223

EXHIBIT A

LOT 65 (EXCEPT THE NORTH 84 FEET) IN THIRD ADDITION TO BROADVIEW ESTATES IN THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 1929 S 23RD AVE, MAYWOOD, IL 60153-2811

ASISS.
FOREITH OF COOK COUNTY CLOTH'S OFFICE Tax Id No. 15153100120000

Certificate of Preparation

OF COOK COUNTY CLOTH'S OFFICE I hereby certify that the within instrument was prepared by the party whose signature appears below:

TITLE#:

SERVICER'S LOAN#: