# UNOFFICIAL COMMINICATION OF THE PROPERTY OF TH

Eugene "Gene" Moore Fee: \$32.50 Cook County Recorder of Deeds Date: 04/15/2003 12:22 PM Pg: 1 of 5

Prepared by and Return to.
Midland Mortgage Co.
999 NW Grand Blvd, Suite 100
Oklahoma City, OK 73118-6116

### MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 7th day of February, 2003, between MidFirst Bank (hereinafter referred to as to "Lender"), and RENE PEREZ & ELSA GASCON (hereinafter referred to as "Borrower"), for loan No. 46403724, referring to property located at 10644 S AVENUE B, CHICAGO, IL 60617-6345.

#### WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Seventy Three Thousand Seven Hundred Seventy Three Dollars and Six Cents (\$173,773.06) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred Sixty Four Thousand Eight Hundred Fifty Four Dollars and Eighteen Cents (\$164,854.18), Interest from August 01, 2002 to January 01, 2003, in the amount of Six Thousand Ten Dollars and Thirty Cents (\$6,010.30) and Escrow Advanced by Lender in the amount of Two Thousand Nine Hundred Eight Dollars and Fifty Eight Cents (\$2,908.58), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated March 29, 2000 and

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# **UNOFFICIAL COPY**

recorded in the office of the Recorder of Deeds in COOK County in the State of Illinois on April 05, 2000, as Document No 00239505; 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 August 01, 2002 to January 01, 2003.

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

The Regrower shall pay the New Principal Amount with interest at the rate of Eightand Three Quarters percent (8.750%) per annum on the unpaid principal balance in monthly installments of approximately One Thousand Eight Hundred Eighty Six Dollars and Fifteen Cents (\$1,886 15) consisting of Principal/Interest in the amount of One Thousand Three Hundred Ninety Six Dollars and Ninety Four Cents (\$1,396.94) and current escrow in the amount of Four Hundred Eighty Nine Dollars and Twenty One Cents (\$489.21). The first monthly mortgage payment pursuant to this Agreement shall be due on February 01, 2003, with each mortally 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 April 01, 2030, unless paid in full prior to said date.

The subject mortgage shall remain as a first lien upon the premices. 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 again default on the subject loan.

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

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LENDER:

MidFirst Bank

By: Karen Bush Its: Vice President BORROWER:

State of Illinois County of COOK

On this \_\_\_\_ day of \_\_\_\_\_, 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared RENF PEREZ & ELSA GASCON, 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 cifice the day and year first above

written.

Official Seal Shirley Ann Williams Notary Public State of Illinois My Commission Expires 05/22/06

Commission expires:

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Notary Public in and for State of Oklahoma

Cun mission # 02013004 Expires 7/31/06

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State of Oklahoma
County of Ohlahoma
On this 300 day of march, 2003 before me, a Notary Public in
and for said State and County, duly commissioned and qualified, personally appeared
Karen Bush, Vice President, to me known to be the same person described in and who
executed the foregoing instrument, and acknowledged that she voluntarily executed the
same as a tree act and deed.
WITHESS my hand and Notarial Seal at office the day and year first above
written.  Commission expires: My Commission Expires July 31, 2006.
Commission expires: 10 Sommission
Notary Public LEAH GREEN  Notary Public LEAH GREEN  (SFAL)  Oklahoma County

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### **EXHIBIT A**

LOT 29 IN BLOCK 2 IN STATELINE PARK, BEING PETER FOOTE'S SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

C/k/a 10644 S AVENUE B, CHICAGO, IL 60617-6345 OE.

937,0000

OCOOK COUNTY CLORES OFFICE

Tax Id No. 26172035370000