UNOFFICIAL CONTINUES

Eugene "Gene" Moore Fee: \$34.50 Cook County Recorder of Deeds Date: 05/20/2003 10:17 AM Pg: 1 of 6

Prepared by and Roturn to: Midland Mortgage Co. 999 NW Grand Blvd, Suite 100 Oklahoma Ciry, OK 73118-6116 WHEN RECORDED MAIL TO:
First American Title
3355 Michelson Dr. Ste. 250
Irvine, CA 92612
Attn: Loan Mod Dept.
12-64-066

#### **MODIFICATION AGREEMENT**

This Modification and Extension Agreement ("Agreement") is made this 19th day of \_\_\_\_\_\_, 2503, between MidFirst Bank (hereinafter referred to as to "Lender"), and JESSE SHIELDS & PATRICIA SHIELDS (hereinafter referred to as "Borrower"), for loan No. 45831478, referring to property located at 8850 S EMERALD AVE, CHICAGO, IL 60620-2632.

#### WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Sixty Two Thousand Seventy Five Dollars and Eighty Eight Cents (\$62,075.28) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Fifty Eight Thousand Six Hundred Eighty Seven Dollars and Thirty Seven Cents (\$58,687.37), Interest from June 01, 2002 to November 01, 2002, in the amount of Two Tropicand Two Hundred Dollars and Eighty Cents (\$2200.80) and Escrow Advanced by Lender in the amount of One Thousand One Hundred Eighty-Seven Dollars and Seventy-One Cents (\$1187.71), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated August 08, 1994 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on August 11, 1994, as Document No 94712990; 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

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#### **UNOFFICIAL COPY**

the mortgage and by amortizing past-due interest from June 01, 2002 to November 01, 2002.

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 percent (9.000%) per annum on the unpaid principal balance in monthly installments of approximately Seven Hundred Four Dollars and Twenty Two Cents (\$704 1/2) consisting of Principal/Interest in the amount of Four Hundred Ninety Nine Dollars and Forty Eight Cents (\$499.48) and current escrow in the amount of Two Hundred Four Dollars and Seventy Four Cents (\$204.74). The first monthly mortgage payment pursuant to this Agreement shall be due on December 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 November 01, 2032, unless paid in this 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 the sunder 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.

LENDER:

MidFirst Bank

By: Karen Bush
Its: Vice President

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JESSE SHIELDS

PATRICIA SHIELDS

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State of Illinois County of Cook

On this 19 day of MRCO, 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JESSE SHIELDS & PATRICIA SHIELDS, 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 bar a and Notarial Seal at office the day and year first above

written.

Commission expires:

"OFFICIAL SEAL"
GLORIA DANIELS
Notary Public, St. 23 of Hilmois
Ny Commission Expires July 14, 2003

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State of Oklahoma County of Pottawatomie

On this 15th day of warch, 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Karen Busn, 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 free act and deed.

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

Commission expires:

RYAN J. MOODY Policwatomie County I otary Public in and for Sæ'e of Oklahoma Commission # 00012373 Expires 8/18/04 Jires Control Control

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#### **EXHIBIT A**

THE NORTH 31 FEET OF THE SOUTH 95 FEET OF LOT 5 IN BLOCK 9 IN SISSON AND NEWMAN'S SUBDIVISION IN THE NORTHWEST 1/3 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 8850 S EMERALD AVE, CHICAGO, IL 60620-2632 October County Clerk's Office

Tax Id No. 02371009

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#### Certificate of Preparation

	strument was prepared	d by the party whose signature appears
below:		P. market Am
· C	P04 C	Ryan Moody (Loss Mitigation) Midland Mortgage 999 NW Grand Boulevard, Suite 100 Oklahoma City, OK 73118-6116 (405) 717 - 3928
TITLE#:	- 40	×,
SERVICER'S LOAN#: 458	<u> 31478 — =</u>	C

Clart's Office