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Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 06/23/2003 11:52 AM Pg: 1 of 4

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

1370960-NLE

When Recorded Mail To:
First American Title Insurance
3355 Michelson Dr., 250
Irvine, Ca 92612
Attn: Recording Department

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 26th day of March, 2003, between MidFirst Bank (hereinafter referred to as to "Lender"), and RUBEN J ALVAREZ & MARIA ALVAREZ (hereinafter referred to as "Borrower"), for loan No. 47139291, referring to property located at 4143 W 58TH ST, CHICAGO, IL 60629-4824.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Fifty Six Thousand Three Hundred Three Dollars and Thirty Four Cents (\$156,303.34) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred Forty Eight Thousand Seven Hundred Eighty Three Dollars and Seventy One Cents (\$148,783.71), Interest from August 01, 2002 to February 01, 2003, in the amount of Six Thousand Six Hundred Ninety Five Dollars and Twenty Eight Cents (\$6695.28) and Escrow Advanced by Lender in the amount of Eight Hundred Twenty Four Dollars and Thirty Five Cents (\$824.35), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated April 04, 2000 and recorded in the office of the Recorder of Deeds in COOK County in the State of Illinois on April 14, 2000, as Document No 263684; 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 February 01, 2003.

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 One Thousand Five Hundred Fifty Five Dollars and Ninety Cents (\$1,555.90) consisting of Principal/Interest in the amount of One Thousand Two Hundred Fifty Seven Dollars and Sixty Five Cents (\$1,257.65) and

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current escrow in the amount of Two Hundred Ninety Eight Dollars and Twenty Five Cents (\$298.25). The first monthly mortgage payment pursuant to this Agreement shall be due on March 01, 2003, 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 February 01, 2033, 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 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



BORROWER:

Ruben J Alvarez
RUBEN J ALVAREZ

Maria Alvarez
MARIA ALVAREZ

State of Illinois
County of COOK

On this 26 day of March, 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared RUBEN J ALVAREZ & MARIA ALVAREZ, 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 written

Gloria Islas
Notary Public
OFFICIAL SEAL
GLORIA ISLAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-5-2005

Commission expires: 9-5-2005

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State of Oklahoma

County of Pottawatomie

On this 7th day of April, 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 free act and deed.

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

Commission expires:


Notary Public

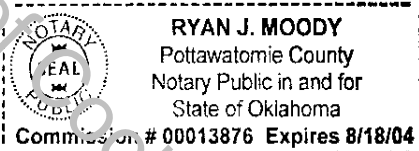


EXHIBIT A

LOT 15, IN BLOCK 4, IN JOHN H. MCGEARY'S DELUXE SUBDIVISION OF BLOCKS 2 AND 4 OF ROBINSON AND GOOD'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1918, AS DOCUMENT 6266568, IN COOK COUNTY, ILLINOIS.


C/k/a 4143 W 58TH ST, CHICAGO, IL 60629-4824

Tax Id No. 19152270060000

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Certificate of Preparation

I hereby certify that the within instrument was prepared by the party whose signature appears below:


Ryan Moody (Loss Mitigation)
Midland Mortgage
999 NW Grand Boulevard, Suite 100
Oklahoma City, OK 73118-6116
(405) 717 - 3928

TITLE#:

SERVICER'S LOAN#:

47139291

Property of Cook County Clerk's Office