

# UNOFFICIAL COPY



Doc#: 0324549038  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 09/02/2003 07:39 AM Pg: 1 of 6

THIS SPACE FOR RECORDER-S USE ONLY

## MODIFICATION AGREEMENT

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO.  
3355 MICHELSON WAY SUITE 250  
IRVINE, CA 92612  
Attention: JOANNE BUI

ORDER NUMBER: 1550300

STATE ILLINOIS  
COUNTY COOK



LENDERS ADVANTAGE

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

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1550300

Prepared by: **Sheila Simpson**

After recording, return to:

First American Title/Loan Modification Division

3355 Michelson Way, Suite 250

Irvine, CA 92612

**MODIFICATION AGREEMENT**

This Modification and Extension Agreement ("Agreement") is made this 29<sup>th</sup> day of July, 2003, between MidFirst Bank (hereinafter referred to as "Lender"), and RICHARD C BAYMON, JR. & DEBRA A BAYMON (hereinafter referred to as "Borrower"), for loan No. 38326686, referring to property located at 3020E 224TH ST, SAUK VILLAGE, IL 60411-5806.

**WITNESSETH:**

WHEREAS the Borrower is now indebted to the Lender in the sum of FORTY THREE THOUSANDS EIGHT HUNDRED SEVENTY ONE DOLLARS AND TWENTY TWO CENTS (\$43,871.22) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Forty One Thousand One Hundred Forty Five Dollars and Fifty Three Cents (\$41,145.53), Interest from March 01, 2003 to July 01, 2003, in the amount of One Thousand Four Hundred Forty Dollars and Eight Cents (\$1,440.08) and Escrow Advanced by Lender in the amount of One Thousand Two Hundred Eighty Five Dollars and Sixty One Cents (\$1,285.61), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated January 29, 1988 and recorded in the office of the Recorder of Deeds in COOK County in the State of Illinois on February 02, 1988, as Document No 3685067T; and

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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 March 01, 2003 to July 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 10.500%% per annum on the unpaid principal balance in monthly installments of approximately Seven Hundred Five Dollars and Nineteen Cents (\$705.19) consisting of Principal/Interest in the amount of Four Hundred Ninety Dollars and Seventy Cents (\$490.70) and current escrow in the amount of Two Hundred Fourteen Dollars and Forty Nine Cents (\$214.49). The first monthly mortgage payment pursuant to this Agreement shall be due on August 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, 2018, 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.

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

BORROWER:

Richard C Baymon, Jr.  
RICHARD C BAYMON, JR.

Debra A Baymon  
DEBRA A BAYMON

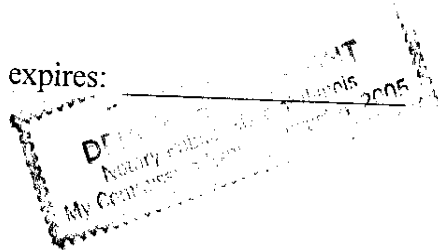
State of Illinois  
County of COOK

On this 29<sup>th</sup> day of July, 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared RICHARD C BAYMON, JR & DEBRA A BAYMON, 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.

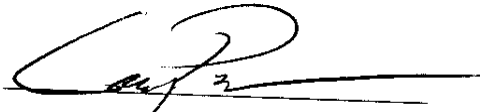
Seborah Dean Light  
Notary Public

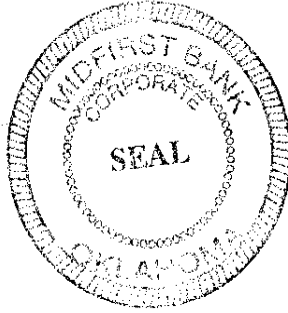
Commission expires: \_\_\_\_\_



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LENDER:

  
Craig Parker - Vice President




State of Oklahoma

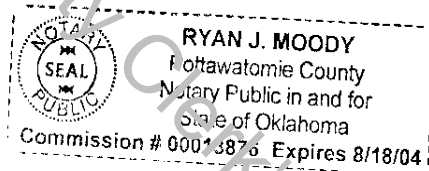
County of Pottawatomie

On this 31st day of July, 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Craig Parker, 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.

  
Notary Public

Commission expires: August 18, 2004



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## EXHIBIT A

ALL OF THE FOLLOWING DESCRIBED PREMISES SITUATED IN COOK COUNTY, ILLINOIS, TO-WIT:

LOT 9369 IN INDIAN HILL SUBDIVISION-UNIT NO. 9, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 15, 1970, AS DOCUMENT NO. 2521661, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF REGISTERED ON OCTOBER 9, 1970, AS DOCUMENT NO. 2525173 IN COOK COUNTY, ILLINOIS

C/k/a 3020E 224TH ST, SAUK VILLAGE, IL 60411-5806

Tax Id No. 33312040170000