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Doc#: 0328149199
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/08/2003 02:39 PM Pg: 1 of 5

Prepared by: **LaToya Jackson**
After recording, return to:
First American Title/Loan Modification Division
3355 Michelson Way, Suite 250
Irvine, CA 92612

1588923

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 2nd day of September, 2003, between MidFirst Bank (hereinafter referred to as "Lender"), and JEFFERY A. HAYNES & MARY L. HAYNES (hereinafter referred to as "Borrower"), for loan No. 48636382, referring to property located at 17419 LOOMIS AVENUE, HAZEL CREST, IL 60429-1852.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Twenty Five Thousand Seven Hundred Sixty Nine Dollars and Three Cents (\$125,769.03) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred Twenty One Thousand Eight Hundred Eighteen Dollars and Thirty Two Cents (\$121,818.32), Interest from March 01, 2003 to August 01, 2003, in the amount of Three Thousand Eight Hundred Six Dollars and Eighty Cents (\$3,806.80) and Escrow Advanced by Lender in the amount of One Hundred Forty Three Dollars and Ninety One Cents (\$143.91), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated May 26, 1999 and recorded in the office of the Recorder of Deeds in COOK County in the State of Illinois on June 07, 1999, as Document No 99540616; and ~~\$~~ \$126,687.00

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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the mortgage and by amortizing past-due interest from March 01, 2003 to August 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 7.50% per annum on the unpaid principal balance in monthly installments of approximately One Thousand Three Hundred Sixty Two Dollars and Fifty Eight Cents (\$1,362.58) consisting of Principal/Interest in the amount of Eight Hundred Seventy Nine Dollars and Forty Cents (\$879.40) and current escrow in the amount of Four Hundred Eighty Three Dollars and Eighteen Cents (\$483.18). The first monthly mortgage payment pursuant to this Agreement shall be due on September 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 August 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.

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

BORROWER:

Jeffery A. Haynes
JEFFERY A. HAYNES

Mary L. Haynes
MARY L. HAYNES

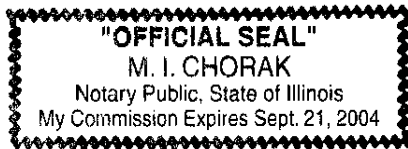
State of Illinois
County of COOK

On this 02 day of SEPT, 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JEFFERY A. HAYNES & MARY L. HAYNES, 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.

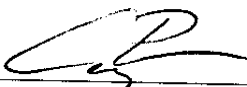
M. I. Chorak
Notary Public

Commission expires: SEPT-21-2004



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LENDER:



Craig Parker – Vice President




State of Oklahoma

County of Pottawatomie

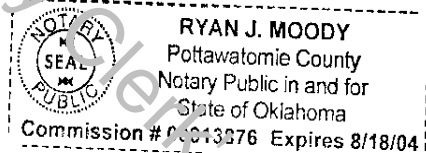
On this 9th day of September, 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Craig Parker, Vice President, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he voluntarily 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

LOT 4 IN BARNARD'S SUBDIVISION OF UNIT #2, BEING A SUBDIVISION OF LOT 6 IN BLOCK 7 IN OLIVER L. WATSON'S THIRD COTTAGE HOME ADDITION TO HAZEL CREST, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 17419 LOOMIS AVENUE, HAZEL CREST, IL 60429-1852

Tax Id No. 29293140260000