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Doc#: 0328149205 Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 10/08/2003 02:42 PM Pg: 1 of 4

Prepared by: 'ne stasia Svec
After recording, et arn to:
First American Title/Lan Modification Division
3355 Michelson Way. Suite 250
Irvine, CA 92612

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this day of September, 2003, between MidFirst Bank (hereinafter referred to as to "Lender"), and MARIA A ARTEAGA AND SAUL UNZUETA (hereinafter referred to as "Borrower"), for loan No. 48687713, referring to property located at 1803 S 58TH CT, CICERO, IL 60804-1739.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Thirty Four Thousand Two Hundred Twenty One Dollars and Sixty Six Cents (\$134,221.66) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred Nineteen Thousand Seven Hundred Seventy Five Dollars and Seventy Four Cents (\$119,775.74), Interest from August 01, 2002 to August 01, 2003, in the amount of Eight Thousand Nine Hundred Eighty Three Dollars and Twenty Cents (\$8,983.20) and Escrow Advanced by Lender in the amount of Five Thousand Four Hundred Sixty Two Dollars and Seventy Two Cents (\$5,462.72), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated May 02, 1998 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on May 18, 1998, as Document No 98409357; and \$126,699.00

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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 August 01, 2002 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 7.500% per annum on the unpaid principal balance in monthly installments of approximately One Thousand Four Hundred Thirty One Dollars and No Cents (\$1,431.00) condicting of Principal/Interest in the amount of Nine Hundred Thirty Eight Dollars and Fifty Cents (\$938.50) and current escrow in the amount of Four Hundred Ninety Two Dollars and Fifty Cents (\$492.50). The first monthly mortgage payment pursuant to this Agreement and 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 tien 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:

MARIA A ARTEAGA

State of Illinois County of Cook

On this \(\frac{\sum_{\text{st}}}{2} \) day of \(\sum_{\text{strewtot}}\) 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared MARIA A ARTEAGA & SAUL UNZUETA, 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 cay and year first above

written.

OFFICIAL SEAL
LUCIA OCHICA
HOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02-10-07

Commission expires:

Notary Public

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LENDER:

Craig Parker – Vice President

SEAL

State of Oklahoma

County of Ohlatama

On this <u>8th</u> day of <u>September</u>, 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: 7-31-06

SEAL Oklahoma County

Notary Public in and for
State of Oklahoma

Commussion # 02013004 Expires 7/31/05

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS TO WIT: LOT 35 IN BLOCK 1 IN KIRCHAMAN'S AUSTIN AVENUE AND 19TH STREET SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 1803 S 58TH CT, CICERO, IL 60804-1739

Tax Id No. 16204120020000

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