

# UNOFFICIAL COPY



Doc#: 0334949213  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 12/15/2003 04:06 PM Pg: 1 of 5

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

1701216

## MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 24<sup>th</sup> day of November, 2003, between MidFirst Bank (hereinafter referred to as to "Lender"), and DENNIS FERGUSON & ANITA FERGUSON (hereinafter referred to as "Borrower"), for loan No. 46783619, referring to property located at 6438 W 112TH ST, WORTH, IL 60482-1915.

### WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Seventy Thousand Nine Hundred Thirty Nine Dollars and Twenty Five Cents (\$170,939.25) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred Forty Three Thousand Seventy Three Dollars and Thirty Eight Cents (\$143,073.38), Interest from March 01, 2002 to November 01, 2003, in the amount of Nineteen Thousand Seventy Six Dollars and Forty Cents (\$19,076.40) and Escrow Advanced by Lender in the amount of Eight Thousand Seven Hundred Eighty Nine Dollars and Forty Seven Cents (\$8,789.47), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated August 18, 1999 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on September 07, 1999, as Document No 99845791; 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, 2002 to November 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 8.000% per annum on the unpaid principal balance in monthly installments of approximately One Thousand Seven Hundred Seventeen Dollars and Two Cents (\$1,717.02) consisting of Principal/Interest in the amount of One Thousand Three Hundred Six Dollars and Nine Cents (\$1,306.09) and current escrow in the amount of Four Hundred Ten Dollars and Ninety Three Cents (\$410.93). The first monthly mortgage payment pursuant to this Agreement shall be due on December 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 September 01, 2029, 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:  
  
\_\_\_\_\_

DENNIS FERGUSON

  
\_\_\_\_\_

ANITA FERGUSON

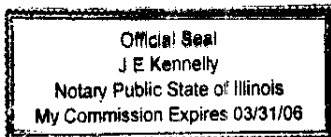
State of Illinois  
County of Cook

On this 24<sup>th</sup> day of NOVEMBER, 2003 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared DENNIS FERGUSON & ANITA FERGUSON, 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.

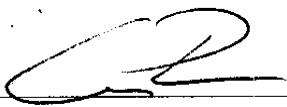
  
\_\_\_\_\_  
Notary Public

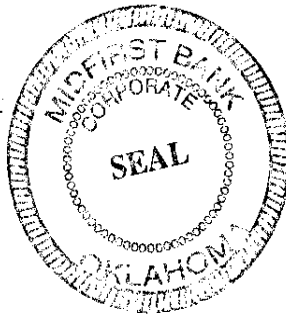
Commission expires: 3/31/2006



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LENDER:

  
\_\_\_\_\_  
Craig Parker – Vice President



State of Oklahoma

County of Oklahoma

On this 3<sup>rd</sup> day of December, 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: 7-31-06

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## EXHIBIT A

LOT 1 IN GILBERT'S RIDGELAND VILLAGE, A SUBDIVISION IN THE  
NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

C/k/a 6438 W 112TH ST, WORTH, IL 60482-1915

Tax Id No. 24192390030000