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Doc#: 0406949199
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 03/09/2004 04:09 PM Pg: 1 of 7

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MODIFICATION AGREEMENT

STATE: ILLINOIS
COUNTY: COOK

When recorded mail to:

First American Title Lenders Advantage
Attention: Carmelina Lara
3355 Michelson Drive, Suite 250
Irvine, Ca 92612

TITLE#: 1767454



LENDERS ADVANTAGE

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

1

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

1767454

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 20th day of January, 2004, between MidFirst Bank (hereinafter referred to as to "Lender"), and MARIA L RUBALCAVA (hereinafter referred to as "Borrower"), for loan No. 45805048, referring to property located at 7222 S SAWYER AVE, CHICAGO, IL 60629-3538.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Seventy One Thousand Two Hundred Sixty Eight Dollars and Thirty One Cents (\$71,268.31) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Sixty Six Thousand Four Hundred Fifty One Dollars and Twenty Two Cents (\$66,451.22), Interest from May 01, 2003 to December 01, 2003, in the amount of Three Thousand One Hundred One Dollars and Seven Cents (\$3,101.07) and Escrow Advanced by Lender in the amount of One Thousand Seven Hundred Sixteen Dollars and Two Cents (\$1,716.02), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated October 23, 1992 and recorded in the office of the Recorder of Deeds in COOK County in the State of Illinois on October 27, 1992, as Document No 92796149; and *original loan amt: \$ 77,662.00*

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 May 01, 2003 to December 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 Seven Hundred Sixty Three Dollars and Eighty Cents (\$763.80) consisting of Principal/Interest in the amount of Five Hundred Twenty Seven Dollars and Seventy Three Cents (\$527.73) and current escrow in the amount of Two Hundred Thirty Six Dollars and Seven Cents (\$236.07). The first monthly mortgage payment pursuant to this Agreement shall be due on January 01, 2004, 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 November 01, 2032, 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.

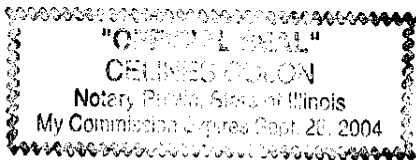
BORROWER:

Maria L. Rubalcava
MARIA L RUBALCAVA

State of Illinois
County of COOK

On this 20 day of Jan., 2004 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared MARIA L RUBALCAVA, 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.

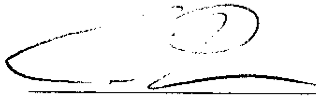


Celine Colon
Notary Public

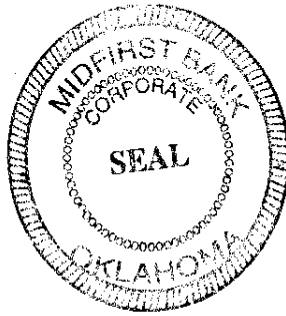
Commission expires Sept 28 2004

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LENDER:



Craig Parker – Vice President

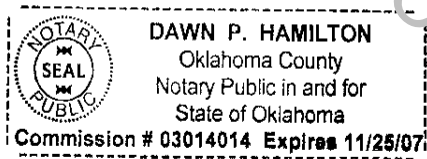


State of Oklahoma

County of Oklahoma

On his 27th day of January, 2004 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.



Dawn P. Hamilton
Notary Public

Commission expires: 11/25/07

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EXHIBIT A

LOT 8 IN BLOCK 7 IN FRANK A, MULHOLLAND'S MARLAWN, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.


C/k/a 7222 S SAWYER AVE, CHICAGO, IL 60629-3538

Tax Id No 19262140280000

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Certificate of Preparation

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


Dawn Hamilton (Loss Mitigation)
Midland Mortgage
999 NW Grand Boulevard, Suite 100
Oklahoma City, OK 73118-6116
(405) 426-1553

TITLE#: _____

SERVICER'S LOAN#: _____

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