

Doc#: 0406949200 Eugene "Gene" Moore Fee: \$34.50

Cook County Recorder of Deeds Date: 03/09/2004 04:09 PM Pg: 1 of 6

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

When Recorded Mail To: First American Title Insurance 3355 Michelson Dr., 250 Irvine, Ca 92612 Attn: Recording Department

Irvine, CA 92012

1761776

#### **MODIFICATION AGREEMENT**

This Modification and Extension Agreement ("Agreement") is made this 1/2 Th day of 2001, between MidFirst Bank (hereinafter referred to as to "Lender"), and ROSALIND E HARRIS (hereinafter referred to as "Borrower"), for loan No. 48252300, referring to property located at 6953 S TALMAN AVE, CHICAGO, IL 60629-1918.

#### WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Ninety Two Thousand Eight Hundred Fifty Four Dollars and Twenty Eight Cents (\$92,854.28) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Eighty Nine Thousand Three Hundred Fifty Seven Dollars and Thirty Cents (\$89,357.30), Interest from August 01, 2003 to December 01, 2003, in the amount of Two Thousand Five Hundred Thirty One Dollars and Eighty Cents (\$2,531.30) and Escrow Advanced by Lender in the amount of Nine Hundred Sixty Five Dollars and Eighteen Cents (\$965.18), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated July 03, 2000 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on November 01, 2000, as Document No 00859230; and 015100 (000 and \$91.343.60)

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 August 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 8.500% per annum on the unpaid principal balance in monthly installments of approximately Nine Hundred Forty One Dollars and Eighty Five Cents (\$941.85) consisting of Principal/Interest in the amount of Seven Hundred Thirty Five Dollars and Seven Cents (\$735.07) and current escrow in the amount of Two Hundred Six Dollars and Seventy Fight Cents (\$206.78). 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 the reafter 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 July 01, 2030, 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:

State of Missis County of Cock

day of ( ), 2004 before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared ROSALIND E HARRIS, 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 Stacy Ann Kendrick

Commission expires: 7-/5-06



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## **UNOFFICIAL C**

LENDER: **SEAL** Craig Parker - Vice President State of Oklahoma

County of Ohlahoma

On his Queth day of Saruary, , 2001 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.

7-31-06 Commission expires:

**LEAH GREEN** Oklahoma County Notary Public in and for State of Oklahoma Commission # 02013004 Expires 7/31/06

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#### **EXHIBIT A**

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ST OF THE THIRD.

JAVA 6953 S TALMAN AVE,

Tax Id No. 19244160240000 LOT 24 IN BLOCK 1 AND LOTS 39 AND 40 IN BLOCK 4 IN HALEY'S

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#### Certificate of Preparation

Clork's Office I hereby certify that the within instrument was prepared by the party whose signature appears belc w

| ΓΙΤLE#: |    |  |
|---------|----|--|
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SERVICER'S LOAN#: