

# UNOFFICIAL COPY



Doc#: 0407949136  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 03/19/2004 12:06 PM Pg: 1 of 5

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

1804271

## MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 5<sup>th</sup> day of February, 2004, between MidFirst Bank (hereinafter referred to as to "Lender"), and DON JOLIFF (hereinafter referred to as "Borrower"), for loan No. 42587877, referring to property located at 13933 S DEARBORN ST, RIVERDALE, IL 60827-2071.

### WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Sixty Two Thousand Four Hundred Thirty Dollars and Seventy Cents (\$62,430.70) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Fifty Eight Thousand Sixty Seven Dollars and Thirty Nine Cents (\$58,067.39), Interest from September 01, 2003 to January 01, 2004, in the amount of Two Thousand Thirty Two Dollars and Thirty Six Cents (\$2,032.36) and Escrow Advanced by Lender in the amount of Two Thousand Three Hundred Thirty Dollars and Ninety Five Cents (\$2,330.95), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated December 22, 1988 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on January 01, 1989, as Document No 89018913; 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 September 01, 2003 to January 01, 2004.

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 10.500%% per annum on the unpaid principal balance in monthly installments of approximately One Thousand One Hundred Fifteen Dollars and Thirty Five Cents (\$1,115.35) consisting of Principal/Interest in the amount of Six Hundred Ninety Dollars and Eleven Cents (\$690.11) and current escrow in the amount of Four Hundred Twenty Five Dollars and Twenty Four Cents (\$425.24). The first monthly mortgage payment pursuant to this Agreement shall be due on February 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 January 01, 2019, 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.

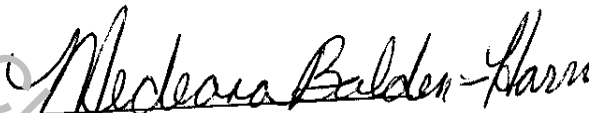
BORROWER:

  
DON JOLIFF

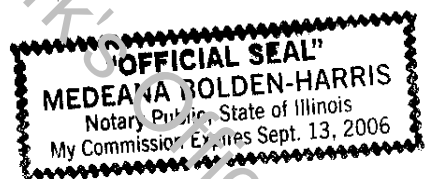
State of Illinois  
County of Cook

On this 05 day of Feb., 2004 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared DON JOLIFF, 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.

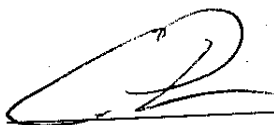
  
Notary Public

Commission expires: Sept 13, 2006



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LENDER:



Craig Parker – Vice President




State of Oklahoma

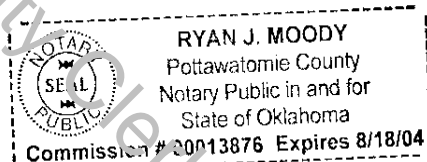
County of Pottawatomie

On this 23rd day of February, 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.

  
Notary Public

Commission expires: August 18, 2004



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## EXHIBIT A

LOT 32 AND THAT PART OF LOT 31 LYING NORTHEASTERLY OF THE RIGHT OF WAY OF SWITCH TRACT CONNECTING INDIANA HARBOR BELT LINE AND ILLINOIS CENTRAL RAILROAD IN BLOCK 14 IN SPIES' ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 (EXCEPT RAILROAD) OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 13933 S DEARBORN ST, RIVERDALE, IL 60827-2071

Tax Id No. 29042110640000