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Doc#: 0423049108
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 08/17/2004 01:23 PM Pg: 1 of 5

Prepared by: Cynthia Williams
After recording, return to:
First American Title/Loan Modification Division
3 First American Way
Santa Ana, CA 92707

2015293

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 15 day of July, 2004, between MidFirst Bank (hereinafter referred to as to "Lender"), and TRACY GILL (hereinafter referred to as "Borrower"), for loan No. 47614994, referring to property located at 22536 YATES AVE, SAUK VILLAGE, IL 60411-5646.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Seventy Seven Thousand One Hundred Seventy Dollars and Twenty Nine Cents (\$77,170.29) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Seventy Three Thousand Two Hundred Thirty Eight Dollars and Seventy Four Cents (\$73,238.74), Interest from March 01, 2004 to June 01, 2004, in the amount of One Thousand Five Hundred Fifty Six Dollars and Thirty One Cents (\$1,556.31) and Escrow Advanced by Lender in the amount of Two Thousand Three Hundred Seventy Five Dollars and Twenty Four Cents (\$2,375.24), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated March 29, 2000 and recorded in the office of the Recorder of Deeds in COOK County in the State of Illinois on April 5, 2000, as Document No 00236566; 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, 2004 to June 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 8.500%% per annum on the unpaid principal balance in monthly installments of approximately Nine Hundred Fifty Eight Dollars and Forty Two Cents (\$958.42) consisting of Principal/Interest in the amount of Six Hundred Fifteen Dollars and Sixty Six Cents (\$615.66) and current escrow in the amount of Three Hundred Forty Two Dollars and Seventy Six Cents (\$342.76). The first monthly mortgage payment pursuant to this Agreement shall be due on July 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 April 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:


TRACY GILL

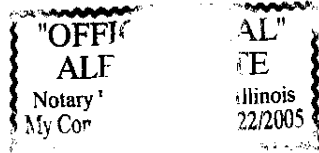
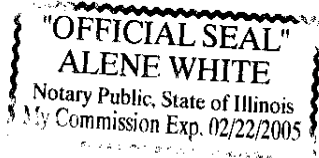
State of Illinois
County of COOK

On this 15th day of July, 2004 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared TRACY GILL, 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.

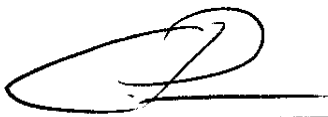

Notary Public

Commission expires: 2/22/05

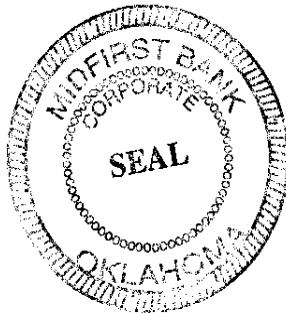


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LENDER:



Craig Parker – Vice President

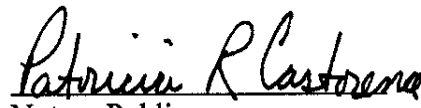


State of Oklahoma

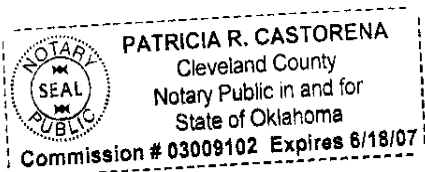
County of Cleveland

On this 21 day of July, 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: 6/18/07



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EXHIBIT A

LOT 808 IN INDIAN HILL SUBDIVISION UNIT NUMBER 4, BEING A
SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND PART OF THE
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED
AUGUST 31, 1959 AS DOCUMENT NUMBER 17645247, IN COOK COUNTY,
ILLINOIS

C/k/a 22536 YATES AVE, SAUK VILLAGE, IL 60411-5646

Tax Id No. 32361100170000