

# UNOFFICIAL COPY



Doc#: 0425949187  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 09/15/2004 02:39 PM Pg: 1 of 5

Prepared by: Kristina Wright

After Record Return to:

First American Title/Loan

sion

3 First American Way

Santa Ana, CA 92707

2033627 mgz

## MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 2nd day of August, 2004, between MidFirst Bank (hereinafter referred to as to "Lender"), and RENE PEREZ & EISA GASCON (hereinafter referred to as "Borrower"), for loan No. 46403724, referring to property located at 10644 S AVENUE B, CHICAGO, IL 60617-6345.

### WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Seventy Eight Thousand Nine Hundred Thirteen Dollars and Seventy Nine Cents (\$178,913.79) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred Seventy One Thousand Eight Hundred Sixty Six Dollars and Fifty Cents (\$171,866.50), Interest from March 01, 2004 to July 01, 2004, in the amount of Five Thousand Twelve Dollars and Seventy Six Cents (\$5,012.76) and Escrow Advanced by Lender in the amount of Two Thousand Thirty Four Dollars and Fifty Three Cents (\$2,034.53), 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 05, 2000, as Document No 00239505; 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 July 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 8.750% per annum on the unpaid principal balance in monthly installments of approximately One Thousand Eight Hundred Twenty Six Dollars and Twenty One Cents (\$1,826.21) consisting of Principal/Interest in the amount of One Thousand Four Hundred Fifty Nine Dollars and Fifteen Cents (\$1,459.15) and current escrow in the amount of Three Hundred Sixty Seven Dollars and Six Cents (\$367.06). The first monthly mortgage payment pursuant to this Agreement shall be due on August 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.

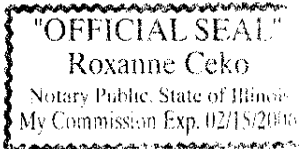
The Lender shall retain the legal right to foreclose upon the original mortgage pursuant to the terms of said mortgage if the Borrower shall again default on the subject loan.

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IN WITNESS WHEREOF, the parties have signed, sealed, and delivered this Agreement on the date first above written.

BORROWER:

*Rene Perez*  
RENE PEREZ



*Elsa Gascon*  
ELSA GASCON

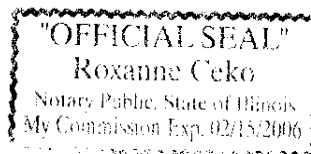
State of Illinois  
County of COOK

On this 2nd day of August, 2004 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared RENE PEREZ & ELSA GASCON, 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.

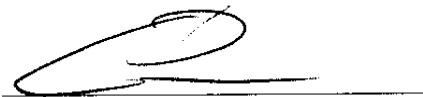
*Roxanne Ceko*  
Notary Public

Commission expires: 02-15-2006



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LENDER:



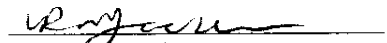
Craig Parker – Vice President

State of Oklahoma

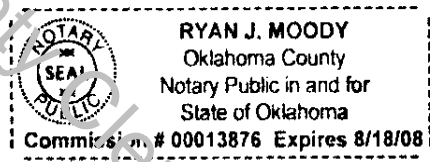
County of Oklahoma

On this 26<sup>th</sup> day of August, 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, 2008



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## EXHIBIT A

LOT 29 IN BLOCK 2 IN STATELINE PARK, BEING PETER FOOTE'S  
SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 17,  
TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY ILLINOIS.

C/k/a 10644 S AVENUE B, CHICAGO, IL 60617-6345

Tax Id No. 26172030370000