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Doc#: 0503249011
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 02/01/2005 07:16 AM Pg: 1 of 5

Prepared by: **Gretchen Kelle** *mpg*
After recording, return to:
First American Title/Loan Modification Division
3 First American Way *2205914*
Santa Ana, CA 92707

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 10th day of December, 2004, between MidFirst Bank (hereinafter referred to as to "Lender"), and GERALDINE BROWN (hereinafter referred to as "Borrower"), for loan No. 47545733, referring to property located at 17510 OAKWOOD DR, HAZEL CREST, IL 60429-2148.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Ninety One Thousand Five Hundred Twenty Five Dollars and Eighty Two Cents (\$91,525.82) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Eighty Six Thousand Eighty Two Dollars and Twenty Two Cents (\$86,082.22), Interest from July 01, 2004 to November 01, 2004, in the amount of Two Thousand Five Hundred Eighty Two Dollars and Forty Eight Cents (\$2,582.48) and Escrow Advanced by Lender in the amount of Two Thousand Eight Hundred Sixty One Dollars and Twelve Cents (\$2,861.12), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated September 27, 2000 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on November 21, 2000, as Document No 00918036; and

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 July 01, 2004 to November 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 9.000% per annum on the unpaid principal balance in monthly installments of approximately One Thousand One Hundred Seventy Nine Dollars and Fifty Seven Cents (\$1,179.57) consisting of Principal/Interest in the amount of Seven Hundred Sixty Dollars and Ninety Four Cents (\$760.94) and current escrow in the amount of Four Hundred Eighteen Dollars and Sixty Three Cents (\$418.63). The first monthly mortgage payment pursuant to this Agreement shall be due on December 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 October 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:

Geraldine Brown
GERALDINE BROWN

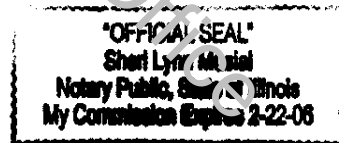
State of Illinois
County of Cook

On this 10th day of December, 2004 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared GERALDINE BROWN, 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.

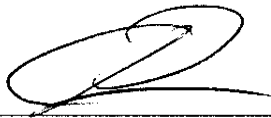
Sheri Lynn Musial
Notary Public

Commission expires: 2/22/2006



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LENDER:



Craig Parker – Vice President

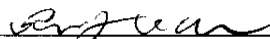


State of Oklahoma

County of Oklahoma

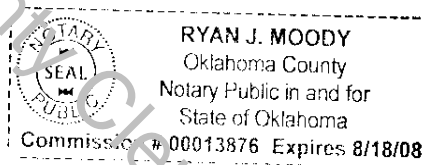
On this 16th day of December, 2004 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Craig Parker, Vice President, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he voluntarily 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: 8/18/08



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EXHIBIT A

LOT 36 IN PACESETTER KNOLLCREST HARRY M. QUINN MEMORIAL SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 IN SECTION 36, TOWNSHIP 36, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 17510 OAKWOOD DR, HAZEL CREST, IL 60429-2148

Tax Id No. 28361020060000