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Doc#: 0504649132
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 02/15/2005 11:55 AM Pg: 1 of 5

Prepared by: **Veronica Coates** *mpj*
After recording, return to:
First American Title/Loan Modification Division
3 First American Way *2208599*
Santa Ana, CA 92707

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 13th day of December, 2004, between MidFirst Bank (hereinafter referred to as to "Lender"), and DUANE O LEE & GERALDINE C LEE (hereinafter referred to as "Borrower"), for loan No. 45861875, referring to property located at 10358 S RHODES AVE, CHICAGO, IL 60628-2936.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Seventy One Thousand Eight Hundred Eighty Four Dollars and Fifteen Cents (\$71,884.15) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Sixty Seven Thousand Seven Hundred Fifty Four Dollars and Thirty Four Cents (\$67,754.34), Interest from May 01, 2004 to November 01, 2004, in the amount of Two Thousand Eight Hundred Seventy Nine Dollars and Fifty Eight Cents (\$2,879.58) and Escrow Advanced by Lender in the amount of One Thousand Two Hundred Fifty Dollars and Twenty Three Cents (\$1,250.23), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated May 23, 1994 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on May 25, 1994, as Document No 94471385; 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 May 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 8.500%% per annum on the unpaid principal balance in monthly installments of approximately Eight Hundred Twenty One Dollars and Forty Three Cents (\$821.43) consisting of Principal/Interest in the amount of Six Hundred Twenty Eight Dollars and Ninety One Cents (\$628.91) and current escrow in the amount of One Hundred Ninety Two Dollars and Fifty Two Cents (\$192.52). 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 June 01, 2024, 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:

Duane O Lee
DUANE O LEE

Geraldine C Lee
GERALDINE C LEE

State of Illinois
County of Cook

On this 13 day of Dec, 2004 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared DUANE O LEE & GERALDINE C LEE, 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.

[Signature]
Notary Public

Commission expires: April 28, 2005



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LENDER:



Craig Parker – Vice President

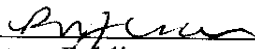


State of Oklahoma

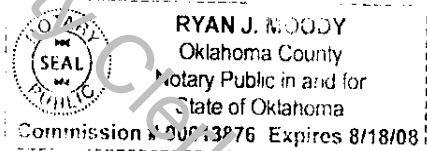
County of Oklahoma

On this 22nd day of December, 2009 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 1384 IN BARTLETT'S GREATER CHICAGO SUBDIVISION NUMBER 2, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTHN RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF AND ADJOINING THE ILLINOIS CENTRAL RAILROAD IN COOK COUNTY, ILLINOIS.

C/k/a 10358 S RHODES AVE, CHICAGO, IL 60628-2936

Tax Id No. 25152020390000