

# UNOFFICIAL COPY



Doc#: 0511849004  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 04/28/2005 07:30 AM Pg: 1 of 5

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

MPG 2345005

## MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 22 day of March, 2005, between MidFirst Bank (hereinafter referred to as to "Lender"), and THERESA V GILMORE (hereinafter referred to as "Borrower"), for loan No. 38197996, referring to property located at 16 N SYCAMORE LN, GLENWOOD, IL 60425-1447.

### WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Forty Thousand Two Hundred Ninety Four Dollars and Thirty Eight Cents (\$40,294.38) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Thirty Six Thousand Two Hundred Sixty Eight Dollars and Seventeen Cents (\$36,268.17), Interest from July 01, 2004 to February 01, 2005, in the amount of Two Thousand Two Hundred Twenty One Dollars and Forty Five Cents (\$2,221.45) and Escrow Advanced by Lender in the amount of One Thousand Eight Hundred Four Dollars and Seventy Six Cents (\$1,804.76), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated December 23, 1985 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on December 26, 1985, as Document No 85338106; 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 July 01, 2004 to February 01, 2005.

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 Seven Hundred Fifty Nine Dollars and Thirty Cents (\$759.30) consisting of Principal/Interest in the amount of Five Hundred Eighteen Dollars and Five Cents (\$518.05) and current escrow in the amount of Two Hundred Forty One Dollars and Twenty Five Cents (\$241.25). The first monthly mortgage payment pursuant to this Agreement shall be due on March 01, 2005, 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, 2016, 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:

*Theresa V. Gilmore*  
THERESA V GILMORE

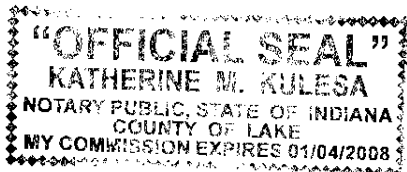
State of ~~Illinois~~ Indiana  
County of ~~Cook~~ Lake

On this 15 day of March, 2005 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared THERESA V GILMORE, 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.

*Katherine M. Kulesa*  
Notary Public  
KATHERINE M. KULESA

Commission expires: 01-04-08



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LENDER:



Craig Parker – Vice President



State of Oklahoma

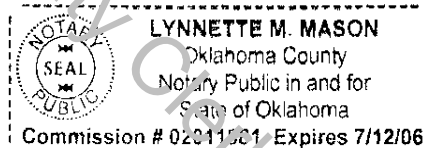
County of Oklahoma

On this 22 day of March, 2005 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: 7/12/06



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## EXHIBIT A

LOT 165 IN FOURTH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

C/k/a 16 N SYCAMORE LN, GLENWOOD, IL 60425-1447

Tax Id No. 32034150030000

Property of Cook County Clerk's Office