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Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 07/25/2005 08:49 AM Pg: 1 of 5

Prepared by: **Michelle Gray** MPG
After recording, return to:
First American Title/Loan Modification Division
3 First American Way
Santa Ana, CA 92707 2430284

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 8 day of June, 2005, between MidFirst Bank (hereinafter referred to as to "Lender"), and JOSEPH MACUDZINSKI & NORMA MACUDZINSKI (hereinafter referred to as "Borrower"), for loan No. 48637763, referring to property located at 3655 MADISON ST, LANSING, IL 60438-2411.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Seven Thousand One Hundred Fifty Seven Dollars and Two Cents (\$107,157.02) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred One Thousand Nine Hundred Seventy Six Dollars and Twelve Cents (\$101,976.12), Interest from November 01, 2004 to April 01, 2005, in the amount of Three Thousand One Hundred Eighty Six Dollars and Seventy Five Cents (\$3,186.75) and Escrow Advanced by Lender in the amount of One Thousand Nine Hundred Ninety Four Dollars and Fifteen Cents (\$1,994.15), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated January 04, 2001 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on January 19, 2001, as Document No 0010047592; 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 November 01, 2004 to April 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 7.500% per annum on the unpaid principal balance in monthly installments of approximately One Thousand Fifty Eight Dollars and Sixty Five Cents (\$1,058.65) consisting of Principal/Interest in the amount of Seven Hundred Eighty Three Dollars and Twenty Five Cents (\$783.25) and current escrow in the amount of Two Hundred Seventy Five Dollars and Forty Cents (\$275.40). The first monthly mortgage payment pursuant to this Agreement shall be due on May 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 February 01, 2031, 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:

Joseph Macudzinski
JOSEPH MACUDZINSKI

Norma Macudzinski
NORMA MACUDZINSKI

State of Illinois
County of Cook

On this 5 day of June, 2005 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JOSEPH MACUDZINSKI & NORMA MACUDZINSKI, 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.

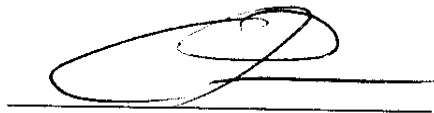
Nancy A. Highland
Notary Public

Commission expires: 11-5-08



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LENDER:



Craig Parker – Vice President



State of Oklahoma

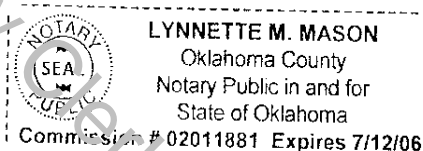
County of Oklahoma

On this 8th day of June, 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 22 IN BLOCK 4 IN WENTWORTH MANOR, A SUBDIVISION OF LOT D IN MEETERS
FIRST SUBDIVISION OF CERTAIN LAND IN THE SOUTHEAST FRACTIONAL 1/4 OF
FRACTIONAL SECTION 29 AND FRACTIONAL SECTION 32, TOWNSHIP 36 NORTH, RANGE
15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 2655 MADISON ST, LANSING, IL 60438-2411

Tax Id No. 30322050220000