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Doc#: 0525855235 Fee: \$32.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/15/2005 01:02 PM Pg: 1 of 5

Prepared by: Michelle Gray

WHEN RECORDED MAIL TO:
First American Title
P.O. Box 27670
Santa Ana, CA 92799
Attn: Recording Dept.

MODIFICATION AGREEMENT

2462030 MP6

This Modification and Extension Agreement ("Agreement") is made this 21 day of July, 2005 between MidFirst Bank (hereinafter referred to as to "Lender"), and JOHN M STERKOWITZ & PAMELA A STERKOWITZ (hereinafter referred to as "Borrower"), for loan No. 48708003, referring to property located at 15555 REYNOLDS LN, OAK FOREST, IL 60452-3001.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Sixty Seven Thousand Four Hundred Fifty Seven Dollars and Ninety Seven Cents (\$167,457.97) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred Thirty Three Thousand Seven Hundred Sixteen Dollars and Two Cents (\$133,716.02), Interest from April 01, 2003 to May 01, 2005, in the amount of Twenty Thousand Eight Hundred Ninety Three Dollars and Twenty Five Cents (\$20,893.25) and Escrow Advanced by Lender in the amount of Twelve Thousand Eight Hundred Forty Eight Dollars and Seventy Cents (\$12,848.70), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated June 30, 1999 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on July 02, 1999, as Document No 99638018; and

5

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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 April 01, 2003 to May 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 Six Hundred Seventy Nine Dollars and Fifty Four Cents (\$1,679.54) consisting of Principal/Interest in the amount of One Thousand One Hundred Seventy Dollars and Eighty Nine Cents (\$1,170.89) and current escrow in the amount of Five Hundred Eight Dollars and Sixty Five Cents (\$508.65). The first monthly mortgage payment pursuant to this Agreement shall be due on June 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 May 01, 2035, 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:

John M. Sterkowitz
JOHN M STERKOWITZ

Pamela A Sterkowitz
PAMELA A STERKOWITZ

State of Illinois
County of Cook

On this 08th day of July, 2005 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JOHN M STERKOWITZ & PAMELA A STERKOWITZ, 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.

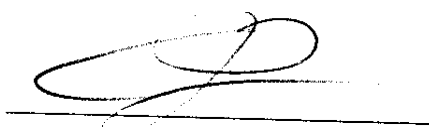
Rosa M Ortega
Notary Public

Commission expires: 6/19/08



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LENDER:



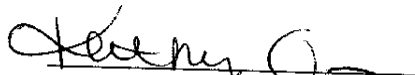
Craig Parker – Vice President

State of Oklahoma

County of Canadian

On this 21 day of July, 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: 4/22/08



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SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 29 IN WARREN J. PETER'S FIRST ADDITION, EL MORRO SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 29, 1955, AS DOCUMENT NUMBER 2193098

A. P. No.: **28-17-406-015**

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