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Doc#: 0526555145 Fee: \$32.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/22/2005 09:38 AM Pg: 1 of 5

Prepared by: Michelle Gray  
After recording, return to: *MPG 2416242*  
First American Title/Loan Modification Division  
3 First American Way  
Santa Ana, CA 92707

**MODIFICATION AGREEMENT**

This Modification and Extension Agreement ("Agreement") is made this 28  
day of June, 2005, between MidFirst Bank (hereinafter referred to  
as to "Lender"), and CALVIN SUTTLES & WANDA SUTTLES (hereinafter referred to  
as "Borrower"), for loan No. 48692643, referring to property located at 2727 E  
GOODRICH AVE, BURNHAM, IL 60633-2001.

**WITNESSETH:**

WHEREAS the Borrower is now indebted to the Lender in the sum of Eighty  
Four Thousand Six Hundred Twenty Nine Dollars and Four Cents (\$84,629.04)  
(hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in  
the amount of Seventy Seven Thousand Three Hundred Ninety Five Dollars and Forty  
Five Cents (\$77,395.45), Interest from July 01, 2004 to April 01, 2005, in the amount of  
Four Thousand Four Hundred Ninety Eight Dollars and Sixty Five Cents (\$4,498.65) and  
Escrow Advanced by Lender in the amount of Two Thousand Seven Hundred Thirty  
Four Dollars and Ninety Four Cents (\$2,734.94), payment of which is secured by a Note  
and Mortgage owned and held by the Lender, dated February 07, 2001 and recorded in  
the office of the Recorder of Deeds in Cook County in the State of Illinois on February  
09, 2001, as Document No 0010111063; and

*6 ORIGINAL \$ 74,335.00*

*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 July 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 7.750% per annum on the unpaid principal balance in monthly installments of approximately Nine Hundred Six Dollars and Fifty Cents (\$906.50) consisting of Principal/Interest in the amount of Six Hundred Fourteen Dollars and Five Cents (\$614.05) and current escrow in the amount of Two Hundred Ninety Two Dollars and Forty Five Cents (\$292.45). 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 November 01, 2033, 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:

Calvin Suttles  
CALVIN SUTTLES

Wanda Suttles  
WANDA SUTTLES

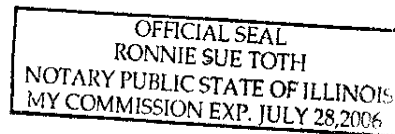
State of Illinois  
County of Cook

On this 21<sup>st</sup> day of June, 2005 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared CALVIN SUTTLES & WANDA SUTTLES, 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.

Ronnie Sue Toth  
Notary Public

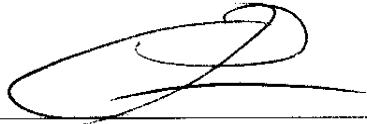
Commission expires: 7-28-06



COUNTY OF RESIDENCE:  
COOK COUNTY

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LENDER:



Craig Parker – Vice President



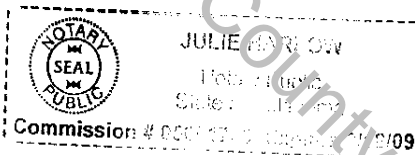
State of Oklahoma

County of Oklahoma

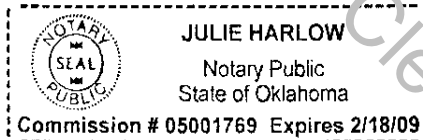
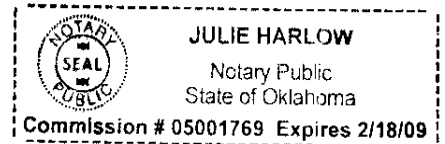
On this 28 day of June, 2005 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Craig Parker, Vice President, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he voluntarily executed the same as a free act and deed.

WITNESS my hand and Notarial Seal at office the day and year first above written.

Commission expires:



  
Notary Public



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## EXHIBIT "A"

### PARCEL 1:

THE WEST 1/2 OF OUTLOT 'A' IN R.J. BRESKI SUBDIVISION, A RESUBDIVISION OF LOTS 3 AND 4 ALSO PARTS OF LOTS 1 AND 2 ALL IN BLOCK 7 IN H.A. GOODRICH'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE WEST 1/2 OF THE FOLLOWING TAKEN AS A TRACT OF LAND; THE NORTH 100 FEET OF LOT 1 (EXCEPT THE EAST 152.2 FEET) IN BLOCK 7 IN GOODRICH'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1889, AS DOCUMENT NUMBER 1649430, IN COOK COUNTY, ILLINOIS.

A. P. No.: 30-06-317.006-0000