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Doc#: 0526555128 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2005 09:32 AM 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

2515773-MPG-

This Modification and Extension Agreement ("Agreement") is made this 8th day of August, 2005, between MidFirst Bank (hereinafter referred to as to "Lender"), and DARRYL T BROOKS & DEBRA A BROOKS (hereinafter referred to as "Borrower"), for loan No. 31221393 referring to property located at 17211 HIGHLAND AVE, HAZEL CREST, IL 60429-1733

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Sixty Three Thousand Three Hundred Seventy Eight Dollars and Thirty Eight Cents (\$63,378.38) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Fifty Thousand Eight Hundred Ninety Three Dollars and Ninety Four Cents (\$50,893.94), Interest from April 01, 2004 to July 01, 2005, in the amount of Six Thousand Six Hundred Seventy Nine Dollars and Eighty Cents (\$6,679.80) and Escrow Advanced by Lender in the amount of Five Thousand Eight Hundred Four Dollars and Sixty Four Cents (\$5,804.64), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated February 03, 1989 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on February 06, 1989, as Document No 89054907; and

Handwritten marks: a circled '9' and a vertical scribble.

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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, 2004 to July 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 Nine Hundred Twenty Seven Dollars and Ninety Cents (\$927.90) consisting of Principal/Interest in the amount of Six Hundred Twenty Two Dollars and Sixty Eight Cents (\$622.68) and current escrow in the amount of Three Hundred Five Dollars and Twenty Two Cents (\$305.22). The first monthly mortgage payment pursuant to this Agreement shall be due on August 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 September 01, 2026, 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:

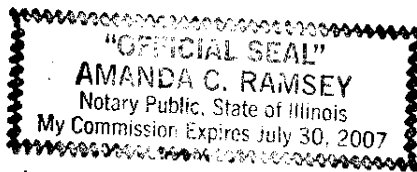
Darryl T. Brooks
DARRYL T BROOKS

Debra A. Brooks
DEBRA A BROOKS

State of Illinois
County of Cook

On this 12 day of August, 2007 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared DARRYL T BROOKS & DEBRA A BROOKS, 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.

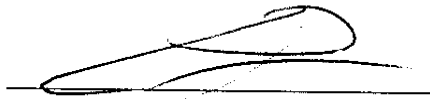


Amanda C. Ramsey
Notary Public

Commission expires: _____

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LENDER:



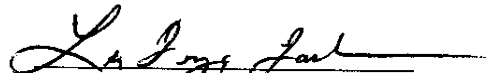
Craig Parker – Vice President

State of Oklahoma

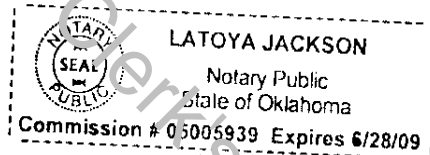
County of Delaware

On this 8th day of August, 2008 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: 6/28/09



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EXHIBIT A

LOT 18 IN BLOCK 4 IN E.C. MAHONEY'S TWIN CREEK VILLAGE, A SUBDIVISION OF THE WEST
1/2 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

C/k/a 17211 HIGHLAND AVE, HAZEL CREST, IL 60429-1738

Tax Id No. 28254040060000

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