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Doc#: 0529955221 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2005 03:30 PM Pg: 1 of 6

Prepared by: Michelle Gray *MPG*
After recording, return to:
First American Title/Loan Modification Division
3 First American Way *2546203*
Santa Ana, CA 92707

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 14 day of Sept, 2005, between MidFirst Bank (hereinafter referred to as to "Lender"), GEORGE R. HELLER & HEIDI A. HELLER (hereinafter referred to as "Borrower") and Mortgage Electronics Registration Systems, Inc, ("Mortgagee") and granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026, for loan No. 50649891, referring to property located at 16218 APPLE LN, TINLEY PARK, IL 60477.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Ninety One Thousand One Hundred Seventy Three Dollars and Twenty Seven Cents (\$91,173.27) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Eighty Seven Thousand Five Hundred Seven Dollars and Eleven Cents (\$87,507.11), Interest from March 01, 2005 to August 01, 2005, in the amount of Two Thousand Seven Hundred Thirty Four Dollars and Sixty Cents (\$2,734.60) and Escrow Advanced by Lender in the amount of Nine Hundred Thirty One Dollars and Fifty Six Cents (\$931.56), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated March 30, 1999 and recorded in the office of the Recorder of Deeds

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in Cook County in the State of Illinois on April 05, 1999, as Document No 99320820; and

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 March 01, 2005 to August 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 Eight Hundred Thirty Eight Dollars and Eighty Five Cents (\$838.85) consisting of Principal/Interest in the amount of Six Hundred Thirty Seven Dollars and Fifty Cents (\$637.50) and current escrow in the amount of Two Hundred One Dollars and Thirty Five Cents (\$201.35). The first monthly mortgage payment pursuant to this Agreement shall be due on September 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 August 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:



GEORGE R. HELLER

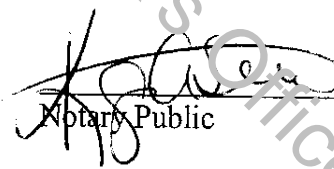


HEIDI A. HELLER

State of Illinois
County of Cook

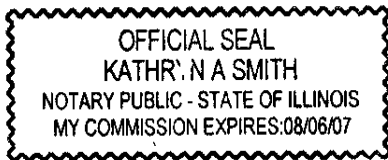
On this _____ day of SEP 07 2005 20____ before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared GEORGE R. HELLER & HEIDI A. HELLER, to me known to be the same person(s) described in and who executed the foregoing instrument, and acknowledged that 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.



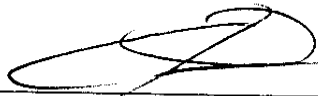
Notary Public

Commission expires: 08-06-07



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LENDER:



Craig Parker – Vice President

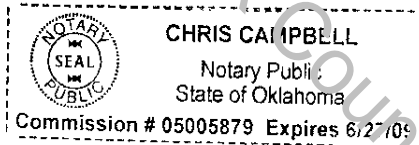


State of Oklahoma

County of Oklahoma

On this 14 day of Sept, 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.



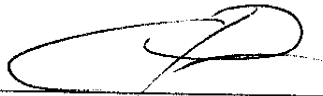
Chris Campbell
Notary Public

Commission expires: _____

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MORTGAGEE:



Craig Parker – Vice President

State of Oklahoma

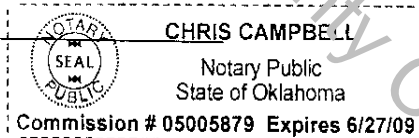
County of Oklahoma

On this 14 day of Sept, 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.

Chris Campbell
Notary Public

Commission expires: _____



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EXHIBIT A

UNIT 3-16218 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN WESTBERRY VILLAGE UNIT II, PHASE II CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 87-132254, AS AMENDED FROM TIME TO TIME IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN - 27-23-114-002-1015

COMMONLY KNOWN AS: 16218 APPLETREE LANE, UNIT 3, TINLEY PARK, IL 60477

C/k/a 16218 APPLE LN, TINLEY PARK, IL 60477

Tax Id No. 27231140021015

Property of Cook County Clerk's Office