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Doc#: 0532155128 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/17/2005 10:18 AM Pg: 1 of 6

Prepared by: **Michelle Gray**
After recording, return to:
First American Title/Loan Modification
3 First American Way
Santa Ana, CA 92707
2600464

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 24th day of October, 2005, between MidFirst Bank (hereinafter referred to as to "Lender"), and ANGELA MCGEE & HELEN MCGEE (hereinafter referred to as "Borrower"), for loan No. 45814479, referring to property located at 15319 CHICAGO RD, DOLTON, IL 60419-2558.

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of Forty Six Thousand Nine Hundred Fifty Five Dollars and Fifty Nine Cents (\$46,955.59) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of Forty Four Thousand Six Hundred Ninety One Dollars and Eighty Three Cents (\$44,691.83), Interest from April 01, 2005 to September 01, 2005, in the amount of One Thousand Six Hundred Seventy Five Dollars and Ninety Five Cents (\$1,675.95) and Escrow Advanced by Lender in the amount of Five Hundred Eighty Seven Dollars and Eighty One Cents (\$587.81), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated August 18, 1994 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on August 22, 1994, as Document No 94738046; 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

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the mortgage and by amortizing past-due interest from April 01, 2005 to September 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 9.000% per annum on the unpaid principal balance in monthly installments of approximately Five Hundred Fifty Four Dollars and Eighty Eight Cents (\$554.88) consisting of Principal/Interest in the amount of Four Hundred Thirty Dollars and Fifty Three Cents (\$430.53) and current escrow in the amount of One Hundred Twenty Four Dollars and Thirty Five Cents (\$124.35). The first monthly mortgage payment pursuant to this Agreement shall be due on October 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, 2024, 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:

Angela McGee
ANGELA MCGEE

Helena McGee
HELEN MCGEE

State of Illinois
County of Cook

On this 11 day of Oct, 2005 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ANGELA MCGEE & HELEN MCGEE, 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.

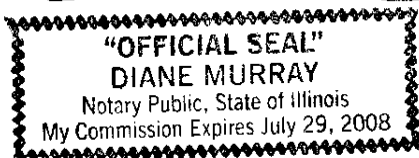
Diane Murray
Notary Public

Commission expires: 07-29-08

Subscribed and sworn to before me

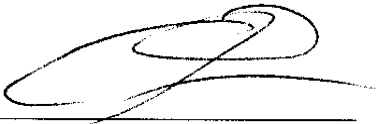
this 11 day of Oct, 2005
at Chicago, County of Cook, State of Illinois.

Notary Public *Diane Murray*



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LENDER:



Craig Parker – Vice President



State of Oklahoma

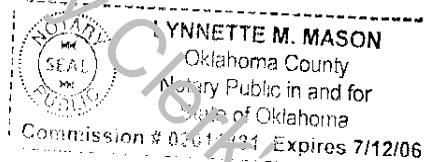
County of Oklahoma

On this 24th day of October, 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"

CONDOMINIUM UNIT 16 AS DELINEATED ON PLAT OF SURVEY OF LOT 9 (EXCEPT THE NORTH 7 FEET THEREOF) AND ALL OF LOTS 10 TO 17, BOTH INCLUSIVE IN BLOCK 10 IN CALUMET CENTER GARDENS FIRST ADDITION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST LINE OF THE WEST 80 RODS THEREOF, AND THAT PART OF LOTS 7 AND 8 IN THE SUBDIVISION OF PART OF LOTS 4, 5 AND 6 IN VAN VUUREN'S SUBDIVISION LYING EAST OF THE EAST LINE OF SAID WEST 80 RODS, AS SHOWN ON THE PLAT THEREOF RECORDED JULY 27, 1929 AS DOCUMENT NO. 10439573, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP ENTERED INTO BY UNION NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 462, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, ON MAY 10, 1972 AS DOCUMENT NUMBER 21897146, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

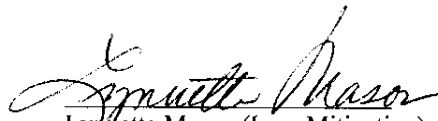
A. P. No.: 29-10-423-041-1016

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Certificate of Preparation

I hereby certify that the within instrument was prepared by the party whose signature appears below:



Lynette Mason (Loss Mitigation)
Midland Mortgage
999 NW Grand Boulevard, Suite 100
Oklahoma City, OK 73118-6116
(405) 426 - 1547

SERVICER'S LOAN#: 45814479

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