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Doc#: 0536312050 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/29/2005 11:56 AM Pg: 1 of 5

Prepared by: **Michelle Gray**
After recording, return to:
First American Title
Attention: Loss Mitigation Title Services
P.O. Box 27670
Santa Ana, CA 92799-7670

MPG 20210741

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 21st day of December, 2005 between MidFirst Bank (hereinafter referred to as to "Lender"), and RENE PEREZ F/K/A RENEE PEREZ & ELSA GASCON (hereinafter referred to as "Borrower"), which Agreement modifies the Note and Mortgage between the parties as more specifically identified herein on property located at 10644 S AVENUE B, CHICAGO, IL 60617-6345 and further described in Exhibit "A" and referred to herein as the "Property"..

WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Ninety Two Thousand Four Hundred Thirty Six Dollars and Seventeen Cents (\$192,436.17) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred Seventy Seven Thousand Eight Hundred Seven Dollars and Eighty Three Cents (\$177,807.83), Interest from February 01, 2005 to November 01, 2005, in the amount of Eleven Thousand Six Hundred Sixty Eight Dollars and Sixty Eight Cents (\$11,668.68) and Escrow Advanced by Lender in the amount of Two Thousand Nine Hundred Fifty Nine Dollars and Sixty Six Cents (\$2,959.66), payment of which is secured by a Note and Mortgage owned and held by the Lender,

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dated March 29, 2000 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on April 05, 2000, as Document No 00239505; 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 February 01, 2005 to November 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 8.750% per annum on the unpaid principal balance in monthly installments of approximately One Thousand Nine Hundred Thirty Three Dollars and Fifty One Cents (\$1,933.51) consisting of Principal/Interest in the amount of One Thousand Five Hundred Ninety Two Dollars and Seventy Cents (\$1,592.70) and current escrow in the amount of Three Hundred Forty Dollars and Eighty One Cents (\$340.81). The first monthly mortgage payment pursuant to this Agreement shall be due on December 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 April 01, 2030, 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:

Rene Perez F-K-A Renee Perez
RENE PEREZ F/K/A RENEE PEREZ

Elsa Gascon
ELSA GASCON

WITNESS Francisco Gascon
FRANCISCO GASCON 11-27-05

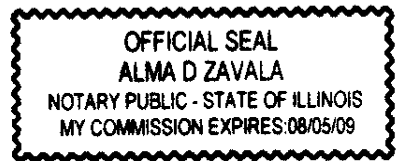
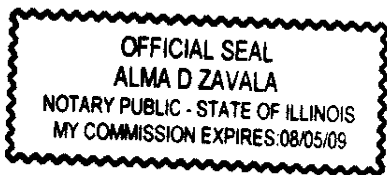
State of Illinois
County of Cook

On this 27th day of NOVEMBER, 20 05 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared RENE PEREZ F/K/A RENEE PEREZ & ELSA GASCON, 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.

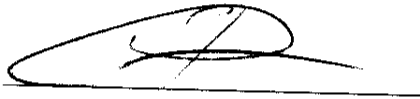
Alma D. Zavala
Notary Public

Commission expires: 8-05-2009



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LENDER:



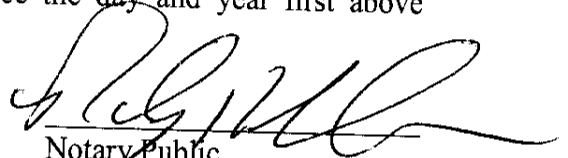
Craig Parker – Vice President

State of Oklahoma

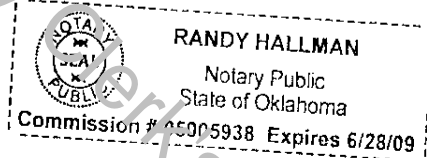
County of OKLAHOMA

On this 2ND day of December, 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
RANDY HALLMAN

Commission expires: 6/28/09



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

LOT 29 IN BLOCK 2 IN STATELINE PARK, BEING PETER FOOTE'S SUBDIVISION OF THE
NORTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 15
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 10644 S AVENUE B, CHICAGO, IL 60617-6345

Tax Id No. 26172030370000

Property of Cook County Clerk's Office