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Doc#: 0615606112 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/05/2006 11:27 AM Pg: 1 of 5



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

2831392

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made **April 06, 2006**, between MidFirst Bank (hereinafter referred to as to "Lender"), and **CHARLES M COLES** (hereinafter referred to as "Borrower"), which Agreement modifies the Note and Mortgage between the parties as more specifically identified herein on property located at **209 W ELMWOOD DR, CHICAGO HEIGHTS, IL 60411-1067** 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 **Fifty Thousand Nine Hundred Twenty Seven Dollars and Ninety One Cents (\$50,927.91)** (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of **Forty Two Thousand Nine Hundred Forty Eight Dollars and Ninety Five Cents (\$42,948.95)**, Interest from **July 01, 2005** to **May 01, 2006**, in the amount of **Three Thousand Seven Hundred Fifty Eight Dollars and No Cents (\$3,758.00)** and Escrow Advanced by Lender in the amount of **Four Thousand Two Hundred Twenty Dollars and Ninety Six Cents (\$4,220.96)**, payment of which is secured by a Note and Mortgage owned and held by the Lender, dated **June 22, 1988** and recorded in the office

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MY
BWP
(SC)*

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of the Recorder of Deeds in **COOK** County in the State of Illinois on **July 11, 1988**, as Document No **88302459**; 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 **July 01, 2005** to **May 01, 2006**.

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 **One Thousand Thirty Two Dollars and Eighteen Cents (\$1,032.18)** consisting of Principal/Interest in the amount of **Six Hundred Nineteen Dollars and Sixteen Cents (\$619.16)** and current escrow in the amount of **Four Hundred Thirteen Dollars and Two Cents (\$413.02)**. The first monthly mortgage payment pursuant to this Agreement shall be due on **June 01, 2006**, 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 **July 01, 2018**, 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:

Charles M Coles
CHARLES M COLES

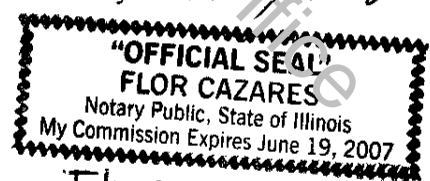
State of Illinois
County of COOK

On this 17 day of April, 2006 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared CHARLES M COLES, 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.

Commission expires: JUNE 19, 2007

Flor Cazares
Notary Public



Flor Cazares

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LENDER:

Kevin Osuna

Kevin Osuna – Vice President

State of Oklahoma

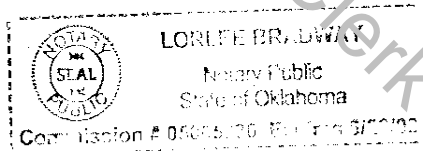
County of Oklahoma

On this 21st day of April, 2006 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Kevin Osuna, 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.

Lorlee Bradway
Notary Public
Lorlee Bradway

Commission expires: 6/28/09



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EXHIBIT A

LOT 16 IN OLYMPIA TERRACE UNIT NUMBER 5, A SUBDIVISION OF THE
SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 8 AND THAT PART OF
LYING WEST OF THE CENTER LINE OF RIEGEL ROAD OF THE SOUTHEAST $\frac{1}{4}$
OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8, TOWNSHIP 35 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 209 W ELMWOOD DR, CHICAGO HEIGHTS, IL 60411-1067

Tax Id No. 32033220170000

Property of Cook County Clerk's Office