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Doc#: 0615910023 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/08/2008 09:48 AM Pg: 1 of 5



Prepared by: **LaToya Jackson**
After recording, return to: *MPG*
First American Title *2804041*
Attention: Loss Mitigation Title Services
P.O. Box 27670
Santa Ana, CA 92799 7670

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made **April 10, 2006**, between MidFirst Bank (hereinafter referred to as to "Lender"), and **JINKS ARNOLD & DONNA ARNOLD** (hereinafter referred to as "Borrower"), which Agreement modifies the Note and Mortgage between the parties as more specifically identified herein on property located at **15417 ASHLAND AVE, HARVEY, IL 60426-3620** 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 One Thousand Nine Hundred Twenty Five Dollars and Thirty Seven Cents (\$51,925.37)** (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of **Forty Eight Thousand Three Hundred Forty One Dollars and Eighty Two Cents (\$48,341.82)**, Interest from **October 01, 2005** to **April 01, 2006**, in the amount of **Two Thousand Two Hundred Ninety Six Dollars and Twenty Six Cents (\$2,296.26)** and Escrow Advanced by Lender in the amount of **One Thousand Two Hundred Eighty Seven Dollars and Twenty Nine Cents (\$1,287.29)**, payment of which is secured by a Note and Mortgage owned and held by the Lender, dated **June 01, 1995**

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and recorded in the office of the Recorder of Deeds in **COOK** County in the State of Illinois on **June 07, 1995**, as Document No **95-369620**; 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 **October 01, 2005** to **April 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 **9.500%** per annum on the unpaid principal balance in monthly installments of approximately **Seven Hundred Forty Nine Dollars and Sixty Five Cents (\$749.65)** consisting of Principal/Interest in the amount of **Four Hundred Ninety One Dollars and Sixteen Cents (\$491.16)** and current escrow in the amount of **Two Hundred Fifty Eight Dollars and Forty Nine Cents (\$258.49)**. The first monthly mortgage payment pursuant to this Agreement shall be due on **May 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 **June 01, 2025**, 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:


JINKS ARNOLD


DONNA ARNOLD

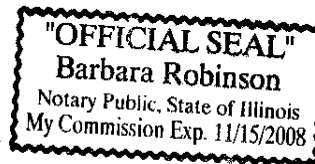
State of Illinois
County of COOK

On this 24th day of April, 2008 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **JINKS ARNOLD & DONNA ARNOLD**, 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
Barbara Robinson

Commission expires: 11-15-08



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LENDER:

Kevin Osuna
Kevin Osuna – Vice President

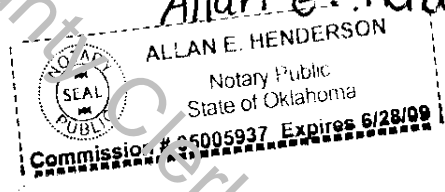
State of Oklahoma
County of Cleveland

On this 2 day of May, 2008 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.

Commission expires: 6-28-09

Allan E. Henderson
Notary Public
Allan E. Henderson



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

LOT 35 AND 36 IN BLOCK 77 IN HARVEY, BEING A SUBDIVISION OF THAT PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF ILLINOIS CENTRAL RAILROAD RIGHT OF WAY AND THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 36 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

C/k/a 15417 ASHLAND AVE, HARVEY, IL 60426-3620

Tax Id No. 29171180080000

Property of Cook County Clerk's Office