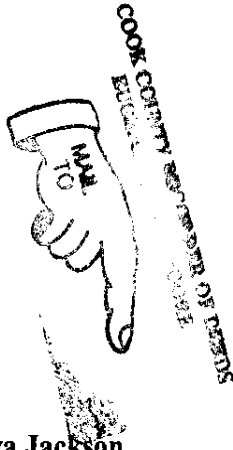


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Doc#: 0618615124 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/05/2006 11:25 AM Pg: 1 of 5



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

2848932-

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made **April 14, 2006**, between MidFirst Bank (hereinafter referred to as to "Lender"), and **DENNIS FERGUSON & ANITA FERGUSON** (hereinafter referred to as "Borrower"), which Agreement modifies the Note and Mortgage between the parties as more specifically identified herein on property located at **6438 W 112TH ST, WORTH, IL 60482-1915** 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 Eighty Three Thousand Six Hundred One Dollars and Thirty Cents (\$183,601.30)** (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of **One Hundred Sixty Seven Thousand Four Hundred Ninety Three Dollars and Six Cents (\$167,493.06)**, Interest from **June 01, 2005** to **April 01, 2006**, in the amount of **Eleven Thousand One Hundred Sixty Six Dollars and Twenty Cents (\$11,166.20)** and Escrow Advanced by Lender in the amount of **Four Thousand Nine Hundred Forty Two Dollars and Four Cents (\$4,942.04)**, payment of which is secured by a Note and Mortgage owned and held by the Lender, dated **August 18, 1999** and recorded in the office of the Recorder of Deeds in Cook

425 ✓

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ONE
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County in the State of Illinois on **September 07, 1999**, as Instrument No. 9984579 \ Book No **2046**, Page No. 0049; and ORIGINAL 146,322.00

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 **June 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 **8.000%** per annum on the unpaid principal balance in monthly installments of approximately **One Thousand Nine Hundred Two Dollars and Ninety Nine Cents (\$1,902.99)** consisting of Principal/Interest in the amount of **One Thousand Four Hundred Forty Seven Dollars and Seventy Nine Cents (\$1,447.79)** and current escrow in the amount of **Four Hundred Fifty Five Dollars and Twenty Cents (\$455.20)**. 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 **September 01, 2029**, unless paid in full prior to said date.

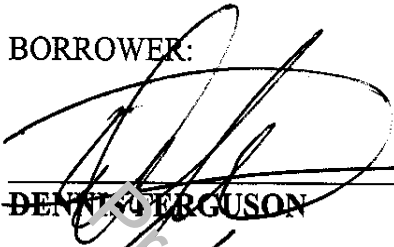
The subject mortgage shall remain as a first lien upon the premises. The subject note and the security instrument securing same shall not in any way be prejudiced by this Agreement. However, the subject note and security instrument and all the covenants and agreements contained therein and the rights 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:



DENNIS FERGUSON



ANITA FERGUSON

State of Illinois
County of Cook

On this 4 day of May, 2006 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **DENNIS FERGUSON & ANITA FERGUSON**, 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: 12-06-07



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LENDER:

Kevin Osuna

Kevin Osuna – Vice President

State of Oklahoma

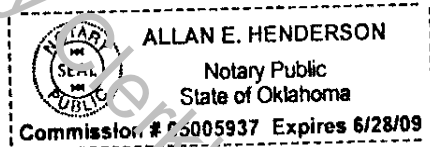
County of Cleveland

On this 12 day of May, 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.

Allan E. Henderson
Notary Public

Commission expires: 6-28-09



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EXHIBIT A

LOT 1 IN GILBERT'S RIDGELAND VILLAGE, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 24-19-239-003-0000

C/k/a 6438 W 112TH ST, WORTH, IL 60482-1915

Tax Id No. 24192390030000

Property of Cook County Clerk's Office