Doc#: 0622706013 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/15/2006 09:47 AM Pg: 1 of 5

Prepared by Mignon Pelt
After recording, return to:
First American Title MPG
3 First American Vay 2967297
Santa Ana, CA 92707

#### MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made June 21, 2006, between MidFirst Bank (hereinafter referred to as to "Lender"), and FAITH E BROWN GUNTER (hereinafter referred to as "Borrower"), which Agreement modifies the Note and Mortgage between the partie, as more specifically identified herein on property located at 758 E 145TH ST, DOLTON IL 60419-1804 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 Forty Seven Thousand Eight Hundred Thirty Five Dollars and Fifty Cents (\$47,835.50) (hereinafter referred to as the "New Principal Amount"), consisting of u ipaid principal in the amount of Forty Four Thousand One Hundred Two Dollars and Seven Cents (\$44,102.07), Interest from January 01, 2006 to June 01, 2006, in the amount of One Thousand Nine Hundred Twenty Nine Dollars and Forty Five Cents (\$1,929.45) and Escrow Advanced by Lender in the amount of One Thousand Eight Hundred Three Dollars and Ninety Eight Cents (\$1,803.98), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated July 22, 1988 and recorded in the

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office of the Recorder of Deeds in COOK County in the State of Illinois on July 27, 1988, as Document No 88335117; 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 January 01, 2006 to June 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 Seven Hundred Ninety One Dollars and Eighty Four Cents (\$791.84) consisting of Principal/Interest in the amount of Four Hundred Eighty Six Dollars and Forty Eight Cents (\$486.48) and current escrow in the amount of Three Hundred Five Dollars and Thirty Six Cents (\$30.5 36). The first monthly mortgage payment pursuant to this Agreement shall be due on July 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 April 01, 2025, and ess 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:

JULIA Schww Mullu

FAITH & BROWN GUNTER

State of Illinois County of COOK

On this <u>U</u> day of <u>July</u>, 20<u>U</u> before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **FAITH E BROWN GUNTER**, 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: 5/8/08

\*OFFICIAL SEAL\*
Christine Lira
Notary Public, State of Illinois
My Commission Expires 5/18/08

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LENDER:

Kevin Osuna - Vice President

State of Oklahoma

County of Wahama

On this 13 day of \_\_\_\_\_\_, 20 Oxf 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 Johns Clarks Office written.

Commission expires:

VINOLA THOMAS

Notary Public State of Oklahoma

Commission # 06006040 Expires 06/21/10

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#### **EXHIBIT A**

Lot 14 (except the West 6.02 feet thereof and except the North 33.48 feet thereof) the West 12.04 feet of Lot 15 (except the North 33.48 feet thereof) all in Block 1 in William Old's Addition to Dolton Subdivision a Subdivision of part of the South East 1/4 of Section 3, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

C/k/a 758 £ 145TH ST, DOLTON, IL 60419-1804 4200570.

COOK COUNTY CLOTH'S OFFICE

Tax Id No. 2953 1200570000

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