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2632834273

Doc#: 0632934273 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/27/2006 10:58 AM Pg: 1 of 5

Prepared by: Justin Hayes
After recording, return to:
First American Title Mpc3 First American Way
Santa Ana, CA 92.707

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made October 03, 2006, between MidFirst Bank (hereinafter referred to as to "Lender"), and MARTHA L BONNER (hereinafter referred to as "Borrower"), which Agreement modifies the Note and Mortgage between the parties as more specifically identified herein on property located at 16219 SUSSEX CT, MARKHAM, IL. 69428-4646 and further described in Exhibit "A" and referred to herein as the "Property".

WITNESSETH: Original Wan AMOUNT \$31,000.00

WHEREAS the Borrower is now indebted to the Lender in the sum of Twenty Four Thousand Six Hundred Thirty Dollars and Thirty Three Cents (\$24,630.33) (hereinafter referred to as the "New Principal Amount"), consisting of unpad principal in the amount of Twenty Two Thousand Two Hundred Sixty Three Dollars and Eighty One Cents (\$22,263.81), Interest from February 01, 2006 to September 01, 2006 in the amount of One Thousand Three Hundred Sixty Three Dollars and Sixty Seven Cents (\$1,363.67) and Escrow Advanced by Lender in the amount of One Thousand Two Dollars and Eighty Five Cents (\$1,002.85), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated June 07, 1988 and recorded in the

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office of the Recorder of Deeds in Cook County in the State of Illinois on June 16, 1988, as Document No 88-262797; 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, 2006 to September 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 an num on the unpaid principal balance in monthly installments of approximately Four Yandred One Dollars and Thirty Nine Cents (\$401.39) consisting of Principal/Interest in the amount of Two Hundred Fifty One Dollars and Ninety Four Cents (\$251.94) and current escrow in the amount of One Hundred Forty Nine Dollars and Forty Five Cents (\$149.45). The first monthly mortgage payment pursuant to this Agreement shall be due on October 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 March 91, 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:

State of Illinois County of Cook

day of VCTODY, 2006 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared MARTHA L BONNER, 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: 8-28-2010

OFFICIAL SEAL ANGELA ARMOUR-LAMBERT Notary Public - State of Illinois My Commission Expires Aug 28, 2010

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LENDER:

Kevin Osuna Vice President

State of Oklahoma

County of Olakema

On this 24h day of October, 2006 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Kevin Osuna, Vice Precident, 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 County Clert's Office written.

Commission expires: 9.22-10

PATRICIA G. EDWARDS

Notary Public State of Oklahoma

Commission # 06009332 Expires 09/22/10

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EXHIBIT A

LOT 16 IN BLOCK 8 IN CANTERBURY GARDENS UNIT NO. 2A BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, PANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 16219 SUSSEX CT, MARKHAM, IL 60428-4646 Service County Clerk's Office

Tax Id No. 28241080420000

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