

UNOFFICIAL COPY



Doc#: 0632934275 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/27/2006 10:59 AM Pg: 1 of 5

Prepared by: **Justin Hayes**
After recording, return to:
First American Title **MPR**
3 First American Way **3124286**
Santa Ana, CA 92707

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made **October 02, 2006**, between MidFirst Bank (hereinafter referred to as to "Lender"), and **LEE JOHNSON & DELORES JOHNSON** (hereinafter referred to as "Borrower"), which Agreement modifies the Note and Mortgage between the parties as more specifically identified herein on property located at **1147 E 163RD ST, SOUTH HOLLAND, IL 60473-2518** and further described in Exhibit "A" and referred to herein as the "Property".

WITNESSETH: **Original LOAN AMOUNT \$189,890.00**

WHEREAS the Borrower is now indebted to the Lender in the sum of **Eighty Seven Thousand Six Hundred Eighty Three Dollars and Eighty Three Cents (\$87,683.83)** (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of **Seventy Five Thousand Six Hundred Fifty Dollars and Sixty Six Cents (\$75,650.66)**, Interest from **November 01, 2005** to **November 01, 2006**, in the amount of **Seven Thousand Five Hundred Sixty Five Dollars and Four Cents (\$7,565.04)** and Escrow Advanced by Lender in the amount of **Four Thousand Four Hundred Sixty Eight Dollars and Thirteen Cents (\$4,468.13)**, payment of which is secured by a Note and Mortgage owned and held by the Lender, dated **October 06,**

425 ✓

SY
P5
MY
BMR
50
425

UNOFFICIAL COPY

1988 and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on **October 07, 1988**, as Document No **3744722**; 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 **November 01, 2005** to **November 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 **10.000%** per annum on the unpaid principal balance in monthly installments of approximately **One Thousand Three Hundred Ninety Seven Dollars and Seventy Eight Cents (\$1,397.78)** consisting of Principal/Interest in the amount of **One Thousand Forty Seven Dollars and Eighty Nine Cents (\$1,047.89)** and current escrow in the amount of **Three Hundred Forty Nine Dollars and Eighty Nine Cents (\$349.89)**. The first monthly mortgage payment pursuant to this Agreement shall be due on **December 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 **November 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.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have signed, sealed, and delivered this Agreement on the date first above written.

BORROWER:

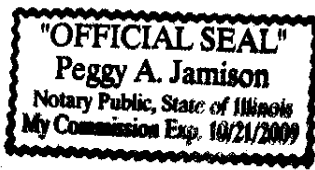
Lee Johnson
LEE JOHNSON

Delores Johnson
DELORES JOHNSON

State of Illinois
County of Cook

On this 20th day of October, 2006 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **LEE JOHNSON & DELORES JOHNSON**, 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.

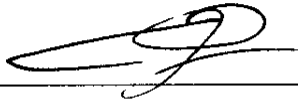


Commission expires: 10/21/09

Peggy A. Jamison
Notary Public
Peggy A. Jamison

UNOFFICIAL COPY

LENDER:



~~Kevin Osuna~~ – Vice President

~~Craig Parker~~

State of Oklahoma

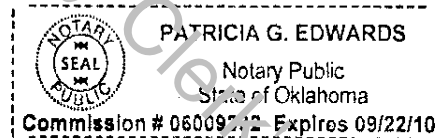
County of Oklahoma

On this 26th day of October, 2009 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ~~Craig Parker~~ 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.

Patricia G. Edwards
Notary Public
PATRICIA G EDWARDS

Commission expires: 9-22-10



UNOFFICIAL COPY

EXHIBIT A

LOT 10 IN HOEKSTRA'S FOURTH ADDITION TO DUTCH VALLEY, SOUTH HOLLAND, ILLINOIS, BEING A SUBDIVISION OF PART OF LOTS 1, 2 AND 3 OF ANKER'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 8, 1960, AS DOCUMENT NO. 1911879, IN COOK COUNTY, ILLINOIS.

C/k/a 1147 E 163RD ST, SOUTH HOLLAND, IL 60473-2518

Tax Id No. 29231180030000