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Doc#: 0701810079 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/18/2007 11:48 AM Pg: 1 of 6

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

MPG

3183931

MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made **November 03, 2006**, between MidFirst Bank (hereinafter referred to as to "Lender"), and **DAVID MUHAMMAD & VIVIAN MUHAMMAD** (hereinafter referred to as "Borrower") and **Mortgage Electronics Registration Systems, Inc, as mortgagee of record solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026** (hereinafter referred to as "Mortgagee"), which Agreement modifies the Note and Mortgage between the parties as more specifically identified herein on property located at **22222 CHERIE CT, RICHTON PARK, IL 60471-1031** 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 Thirty Six Thousand Five Hundred Seventy One Dollars and Eighty Eight Cents (\$136,571.88)** (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of **One Hundred Twenty Seven Thousand Eight Hundred Thirty Three Dollars and Nineteen Cents (\$127,833.19)**, Interest from **May 01, 2006 to December 01, 2006**, in the amount of **Five Thousand Nine Hundred Sixty Five Dollars and Fifty Four Cents (\$5,965.54)** and Escrow Advanced by Lender in the

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amount of **Two Thousand Seven Hundred Seventy Three Dollars and Fifteen Cents (\$2,773.15)**, payment of which is secured by a Note and Mortgage owned and held by the Lender, dated **September 20, 2001** and recorded in the office of the Recorder of Deeds in Cook County in the State of Illinois on **September 28, 2001**, as Document No **0010906668**; 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 **May 01, 2006** to **December 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 Three Hundred Eighty Eight Dollars and Ninety Four Cents (\$1,388.94)** consisting of Principal/Interest in the amount of **One Thousand Two Dollars and Twelve Cents (\$1,002.12)** and current escrow in the amount of **Three Hundred Eighty Six Dollars and Eighty Two Cents (\$386.82)**. The first monthly mortgage payment pursuant to this Agreement shall be due on **January 01, 2007**, 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 **December 01, 2036**, unless paid in full prior to said date.

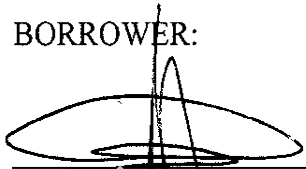
The subject mortgage shall remain as a first lien upon the premises. The subject note and the security instrument securing same shall not in any way be prejudiced by this Agreement. However, the subject note and security instrument and all the covenants and agreements contained therein and the rights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



DAVID MUHAMMAD



VIVIAN MUHAMMAD

State of Illinois
County of Cook

On this 15th day of November, 2007 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **DAVID MUHAMMAD & VIVIAN MUHAMMAD**, 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: March 30, 2008



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LENDER:

Kevin Osuna

Kevin Osuna – Vice President

State of Oklahoma

County of Canadian

On this 29 day of November, 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.

Kathy Orr
Notary Public

Commission expires: 4/22/08



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MORTGAGEE:



Kevin Osuna – Vice President

State of Oklahoma

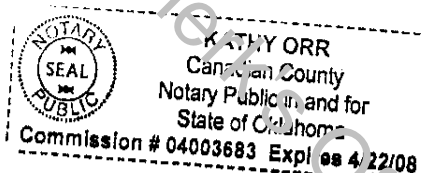
County of Canadian

On this 29 day of November, 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.


Notary Public

Commission expires: 4/22/08



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EXHIBIT A

LOT 89 IN BURNSIDE'S LAKEWOOD MANOR UNIT 14, A SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH 120 ACRES OF THE SOUTHWEST 1/4 (EXCEPT THAT PART TAKEN FOR APPROACH TO ILLINOIS STATE ROUTE 57) OF SECTION 28, ALSO THE WEST 316.35 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 22222 CHERIE CT, RICHTON PARK, IL 60471-1031

Tax Id No. 51234030050000