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Doc#: 0704017050 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 02/09/2007 10:22 AM Pg: 1 of 5

When recorded mail to:

First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115
Attn: National Recordings 1120

Prepared by: Jacquie Wilmeth
After American Title
3 First American Way
Santa Ana, (A 92707

#### MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made **December 15**, 2006, between MidFirst Bank (hereinafter referred to as to "Lender"), and **SHEILA CLARK** (hereinafter referred to as 'Borrower"), which Agreement modifies the Note and Mortgage between the parties as mo e specifically identified herein on property located at 14845 OAK ST, DOLTON, IL 60:113-2609 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 Seventy Three Thousand Six Hundred Ninety Dollars and Forty Five Cents (\$73,690.45) (hereinafter referred to as the "New Principal Amount"), consisting of upper principal in the amount of Sixty Five Thousand Nine Hundred Twenty Two Dollars and Twenty Two Cents (\$65,922.22), Interest from March 01, 2006 to February 01, 2007, in the amount of Four Thousand Eight Hundred Thirty Four Dollars and Twenty Eight Cents (\$4,834.28) and Escrow Advanced by Lender in the amount of Two Thousand Nine Hundred Thirty Three Dollars and Ninety Five Cents (\$2,933.95), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated March

Page 1 of 5 MMC #47898419

0704017050 Page: 2 of 5

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12, 1997 and recorded in the office of the Recorder of Deeds in COOK County in the State of Illinois on March 20, 1997, as Document No 97-193530; 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 March 01, 2006 to February 01, 2007.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed as follows:

8.000% per annum on the unpaid principal balance in monthly installments of approximately Seven Hundred Eighty Five Dollars and Thirty Two Cents (\$785.32) consisting of Principal/Interest in the amount of Five Hundred Fifty Seven Dollars and Thirty One Cents (\$557.31) and current escrow in the amount of Two Hundred Twenty Eight Dollars and One Cent (\$228.01). The first monthly mortgage payment pursuant to this Agreement shall be the on March 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 provible on November 01, 2033, 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.

Page 2 of 5 MMC #47898419

0704017050 Page: 3 of 5

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

BORROWER:

Mark CLARK

State of Illinois
County of COOK

On this in a of one of one, 200 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared SHEILA CLARK, 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 21 office the day and year first above written.

Notary Public

Commission expires: 9-10-08

"OFFICIAL SEAL"
Ruth B. Cubillan
Notary Public Strue of Illinois
My Commission Ev. 109/10/2008

Page 3 of 5 MMC #47898419

0704017050 Page: 4 of 5

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LENDER:

Kevin Osuna - Vice President

State of Oklahoma

County of Oklahoma

On this 18 day of January, 2007 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.

Stephane Weight Notary Public

Commission expires: 7/3/10



Page 4 of 5 MMC #47898419

0704017050 Page: 5 of 5

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#### **EXIBIT "A"**

LOT 18 IN BLOCK 8 IN CALUMET SIBLEY CENTER ADDITION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 14845 OAK ST, DOLTON, IL 60419-2609

Tax Id No. 29102210180000

ΙL

FIRST AMERICAN LENDERS ADVANTAGE MODIFICATION AGREEMENT