

UNOFFICIAL COPY



Doc#: 0713702188 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/17/2007 01:24 PM Pg: 1 of 5

When recorded mail to: *MPH*
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 *5346260*
Attn: National Recordings 1120

MODIFICATION AGREEMENT

HA # 1194243

This Modification and Extension Agreement ("Agreement") is made **February 09, 2007**, between MidFirst Bank (hereinafter referred to as to "Lender"), and **RICHARD F ELSTON, JR & KIRA T ELSTON** (hereinafter referred to as "Borrower"), which Agreement modifies the Note and Mortgage between the parties as more specifically identified herein on property located at **17042 PRINCE DR, SOUTH HOLLAND, IL 60473-3679** 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 Seventy Seven Thousand Forty Two Dollars and Twenty Three Cents (\$177,042.23)** (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of **One Hundred Sixty Four Thousand Three Hundred Forty Two Dollars and Sixty One Cents (\$164,342.61)**, Interest from **May 01, 2006 to March 01, 2007**, in the amount of **Eight Thousand Nine Hundred One Dollars and Ninety Cents (\$8,901.90)** and Escrow Advanced by Lender in the amount of **Three Thousand Seven Hundred Ninety Seven Dollars and Seventy Two Cents (\$3,797.72)**, payment of which is secured by a Note and Mortgage owned and held by the Lender,

UNOFFICIAL COPY

dated **June 06, 2000** and recorded in the office of the Recorder of Deeds in **Cook County** in the State of Illinois on **July 05, 2000**, as Instrument No **00497731**; 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 **March 01, 2007**.

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 **6.500%** per annum on the unpaid principal balance in monthly installments of approximately **One Thousand Five Hundred Thirty Seven Dollars and Fifty Nine Cents (\$1,537.59)** consisting of Principal/Interest in the amount of **One Thousand One Hundred Fifty One Dollars and Sixty Two Cents (\$1,151.62)** and current escrow in the amount of **Three Hundred Eighty Five Dollars and Ninety Seven Cents (\$385.97)**. The first monthly mortgage payment pursuant to this Agreement shall be due on **April 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 **October 01, 2034**, 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:

Richard F. Elston, Jr.
RICHARD FELSTON, JR

Kira T. Elston
KIRA T ELSTON

State of Illinois
County of Cook

On this 1 day of March, 2009 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **RICHARD F ELSTON, JR & KIRA T ELSTON**, 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.

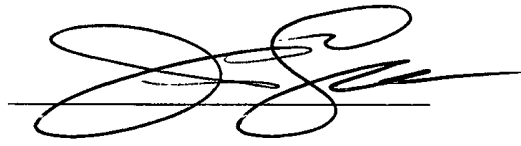
Koffie Brown
Notary Public

Commission expires: 8-4-10



UNOFFICIAL COPY

LENDER:



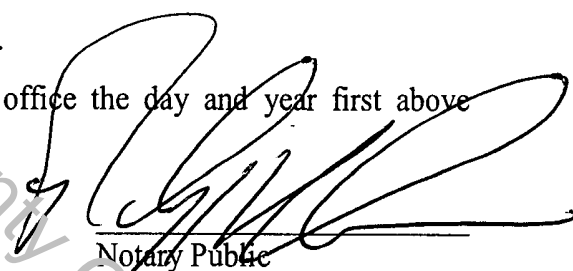
Jason Lane

-Vice President

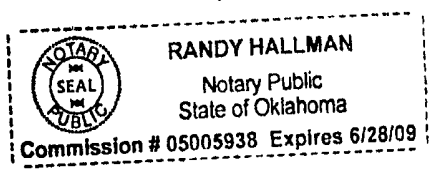
State of Oklahoma
County of OKLA

On this 22 day of Mar, 2007 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jason Lane 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 Notaria Seal at office the day and year first above written.


Notary Public

Commission expires: 6/28/09



Prepared by:
Matthew White
999 NW Grand Blvd.
Ste 100
Oklahoma City OK 73118

UNOFFICIAL COPY

EXHIBIT A

LOT 5 IN HUGUELET'S SECOND ADDITION TO SOUTH HOLLAND, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/k/a 17042 PRINCE DR, SOUTH HOLLAND, IL 60473-3679

Tax Id No. 29262050050000

 ELSTON
11942487 IL
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT


Property of Cook County Clerk's Office