Doc#. 2134412104 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 12/10/2021 07:01 AM Pg: 1 of 6

TERONICA MIDFIRST BANK, A SAVINGS ASSOCIATION 501 N.W. GRAND BLVD OKLAHOMA CITY, OK 73115 This Document Prepared By:

Tax/Parcel #: 27-24-307-001-1025

[Space Above This Line for Recording Data]

Original Principal Amount: \$102,000.00 Unpaid Principal Amount: \$61,969.86 New Principal Amount: \$70,973.55

New Money (Cap): \$9,003.69

FHA/VA/PHS Case No.:1372871734/31 Loan No: 56059751

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 26TH day of OCTOBER, 2021, between DANIEL G. BARSHACK ("Borrower"), whose address is

412 CRONIN BLVD, SHOREWOOD, IL 60404 and MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION ("Lender"), whose address is 501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FEBRUARY 23, 2004 and recorded on MARCH 11, 2004 in INSTRUMENT NO. 0407104093, of the OFFICIAL Records of COOK COUNTY, ILLINOIS, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

7947 W 163RD PLACE, TINLEY PARK, ILLINOIS 60477 (Property Address)

the real property described is located in COOK COUNTY, ILLINOIS and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual pro niles and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of, NOVEMBER 1, 2021 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$70,973.55, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. \$9,003.69.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.0000%, from NOVEMBER 1, 2021. The Borrower promises to make monthly payments of principal and interest of U.S. \$299.23, beginning on the IST day of DECEMBER, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on NOVEMBER 1, 2051 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, unpounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankropicy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. Nothing in this Agreement shall be understood or construction be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument vill remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be recessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Whereof, I have executed this Agreement.	
D. N. 12 Banka	11-10-2
Borrower: DANIEL G BARSHACK	Date
Space Below This Line for Acknowledge	wledgments]
BORROWER ACKNOWLEDGMENT State of ILLINOIS	
County of Will	
This instrument was acknowledged before me on	1-10-21
(date) by <u>DANIEL G BARSHACK</u> (name/s of person/s	acknowledged).
Notary Public (Seal) Printed Name: Amanaci Tital	OFFICIAL SEAL ANNAMARIE T HALE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/30/22
My Commission expires: 03-30-22	
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In Witness Whereof, the Lender has executed this Agreement. MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION (print name) Michael Henry (title) Vice President [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT Oklalioma STATE OF Oklar oma COUNTY OF _ Nov The instrument was acknowledged refore me on Vice President Michael Henry MIDFIRST BANK, A FEDERALLY CHAPTERED SAVINGS ASSOCIATION. Notary Public Printed Name: _Rhiannon Summitt My commission expires: __ THIS DOCUMENT WAS PREPARED BY: **VERONICA BURNETT** MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION 501 N.W. GRAND BLVD OKLAHOMA CITY, OK 73118

EXHIBIT A

BORROWER(S): DANIEL G. BARSHACK

LOAN NUMBER: 56059757

LEGAL DESCRIPTION:

The hand referred to in this document is situated in the CITY OF TINLEY PARK, COUNTY OF COOK, STATE OF ILLINOIS, and described as follows:

UNIT 25 TO CETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BREMENTOWN ESTATES CONDOMINIUM NUMBER 1, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS LOCUMENT NUMBER 21723489 AND RE-RECORDED AS DOCUMENTS NUMBER 21747940, IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, PANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 7947 W 163RD I LACE, TINLEY PARK, ILLINOIS 60477