

UNOFFICIAL COPY

Doc#. 2216404246 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/13/2022 11:17 AM Pg: 1 of 6

This Document Prepared By:

ASHLEY STREBER
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

When Recorded Mail To:

FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Tax/Parcel #: 14-08-209-020-1030

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$237,368.00

Unpaid Principal Amount: \$169,713.64

New Principal Amount: \$178,571.29

New Money (Cap): \$8,857.65

FHA/VA/RHS Case

No.: 1374771182734

Loan No: 58152940

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **5TH** day of **MAY**, **2022**, between **JOSEPH T GATTON UNMARRIED** ("Borrower"), whose address is **5323**

UNOFFICIAL COPY

N KENMORE UNIT 3B, CHICAGO, IL 60640 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 **APRIL 24, 2009** and recorded on **JUNE 12, 2009** in **INSTRUMENT NO. 0916349067**, 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

5223 N KENMORE UNIT 3B, CHICAGO, ILLINOIS 60640
(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 promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **MAY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$178,571.29**, 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. **\$8,857.65**.
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 **5.1250%**, from **MAY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$972.30**, beginning on the **1ST** day of **JUNE, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2052** (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

UNOFFICIAL COPY

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, impounds, 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 bankruptcy, 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 construed to 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 will 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 necessary 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.

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Joseph T Gatton
Borrower: JOSEPH T GATTON

5/11/22
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

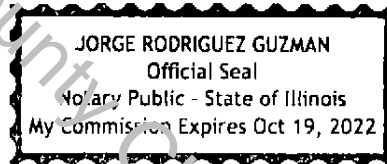
County of COOK

This instrument was acknowledged before me on May 11, 2022
(date) by JOSEPH T GATTON (name/s of person/s acknowledged).

Jorge Rodriguez Guzman
Notary Public
(Seal)

Printed Name: Jorge Rodriguez Guzman


My Commission expires:
Oct 19, 2022



UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

By  **Steven Johnson** **Vice President** JUN 0 1 2022
(print name) Date
(title)

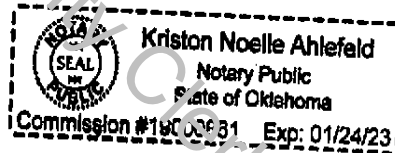
_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The instrument was acknowledged before me on JUN 0 1 2022 (date)
by Steven Johnson, as Vice President of
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.


Notary Public



Printed Name: Kriston Noelle Ahlefeld

My commission expires: JAN 24 2023

THIS DOCUMENT WAS PREPARED BY:
ASHLEY STREBER
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): JOSEPH T GATTON UNMARRIED

LOAN NUMBER: 58152940

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF CHICAGO, COUNTY OF COOK, STATE OF IL, and described as follows:

UNIT 5323-3B TOGETHER WITH ITS UNDIVIDED WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE KENTON COURT CONDOMINIUM AS DELINEATED AND DEFIED IN THE DECLARATION RECEDED AS DOCUMENT NUMBER 91658630 AND AS AMENDED FROM TIME TO TIME IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 5323 N KENMORE UNIT 3B, CHICAGO, ILLINOIS 60640