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Doc#: 2226934234 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/26/2022 12:14 PM Pg: 1 of 6

This Document Prepared By:
MICHELLE DAVIDSON
MIDFIRST BANK, A FEDERALLY
CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73116

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Tax/Parcel #: 06-36-404-032-0000

[Space Above This Line for Recording Data] _____
Original Principal Amount: \$171,830.00 **FHA\VA Case No.: 1380054609703**
Unpaid Principal Amount: \$168,266.36 **Loan No: 58498471**
New Principal Amount: \$158,803.59
New Money (Cap): \$0.00

Property Address: 6720 PEACH TREE ST, HANOVER PARK, ILLINOIS 60133

LOAN MODIFICATION AGREEMENT (MORTGAGE)

HUD-HAMP 05042022_356



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This Loan Modification Agreement ("Agreement"), made this **2ND** day of **SEPTEMBER, 2022**, between **DANIEL CASTRO, MARCOS HERNANDEZ** ("Borrower"), whose address is **6720 PEACH TREE ST, HANOVER PARK, IL 60133** 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 15, 2019** and recorded on **APRIL 17, 2019** in **INSTRUMENT NO. 1910718039**, 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

6720 PEACH TREE ST, HANOVER PARK, ILLINOIS 60133

(Property Address)

the real property described 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, **SEPTEMBER 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$158,803.59**, 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. **\$0.00**.
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 **6.0000%**, from **SEPTEMBER 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 873.76**, beginning on the **1ST** day of **OCTOBER, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2022** (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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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.

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In Witness Whereof, I have executed this Agreement.

Daniel Castro
Borrower: DANIEL CASTRO

9-12-22

Date
9-12-22

MAB
Borrower: MARCOS HERNANDEZ

Date

_____[Space Below This Line for Acknowledgments]_____

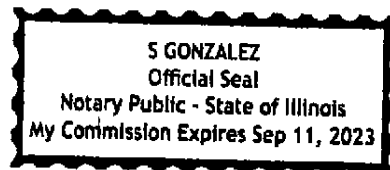
BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Kane

This instrument was acknowledged before me on September 12, 2022
(date) by DANIEL CASTRO, MARCOS HERNANDEZ (name/s of person/s
acknowledged).

[Signature]
Notary Public
(Seal)
Printed Name: S. GONZALEZ



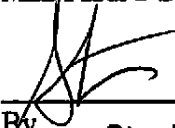
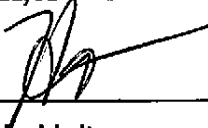
My Commission expires:
09/11/2023



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In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

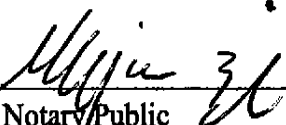


 By _____ (print name) _____ Date SEP 16 2022
 Stephanie Helton (title)
 Vice President

_____ [Space Below This Line for Acknowledgments] _____

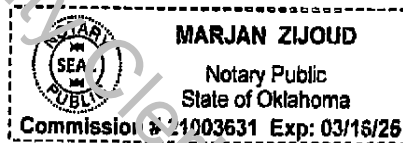
STATE OF Oklahoma
COUNTY OF Oklahoma

The instrument was acknowledged before me on SEP 16 2022 (date)
by Stephanie Helton as Vice President of

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.


Notary/Public

Printed Name: Marjan Zijoud



My commission expires: MAR 16 2025

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

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EXHIBIT A

BORROWER(S): DANIEL CASTRO, MARCOS HERNANDEZ

LOAN NUMBER: 58498471

LEGAL DESCRIPTION:

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

LOT 32 IN BLOCK 24 IN HANOVER PARK ESTATES, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 6720 PEACH TREE ST, HANOVER PARK, ILLINOIS 60133