Doc#. 2229713218 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 10/24/2022 02:18 PM Pg: 1 of 6

This Document Propered 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 #: 20-22-226-014-0000

To:
I TITLE
NY VARGAS
AN WAY
2707

-226-014-0000

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Original Principal Amount: \$147,283.00

1 Loan No: 58437052

FHA\VA Case No.:1380453461703

Unpaid Principal Amount: \$145,409.61 New Principal Amount: \$134,394.47

New Money (Cap): \$0.00

Property Address: 6639 S MARQUETTE DR, CHICAGO, ILLINOIS 60637

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 6TH day of SEPTEMBER, 2022, between DETRIUS M ROBERSON ("Borrower"), whose address is 6639 S MARQUETTE DR, CHICAGO, IL 60637 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 DECEMBER 20, 2019 and recorded on DECEMBER 26, 2019 in INSTRUMENT NO. 19360.7.706, of the OFFICIAL Records of COOK COUNTY, ILLINOIS, and (2) the Note bezoing 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", lecated at

6639 S MARQUETTE DR, CHICAGO, ILLINOIS 60637

(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 pryrible under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$134,394.47, 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 rees 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 of the yearly rate of 6.0000%, from SEPTEMBER 1, 2022. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 739.46, beginning on the 18% 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, 2062 (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.



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. Porrower 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, unpounds, 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 to an 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 to this Agreement, the Lender is not attempting to re-establish any personal Rebility 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.

In Witness Whereof, the Lender has executed this Agreement. MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION OCT 1 3 2022 Stephanie Helton (print name) Date (title) Vice President [Space Below This Line for Acknowledgments] Oklahoma STATE OF Oklahoma **COUNTY OF** OCT 1 3 2022 The instrument was acknowledged before me on _ (date) Vice President Stephanie Helton MIDFIRST BANK, A FEDER ALLY CHARTERED SAVINGS ASSOCIATION. **Notary Public** Debra M. Harrist Printed Name: My commission expires: THIS DOCUMENT WAS PREPARED BY: MICHELLE DAVIDSON MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIAT

501 N.W. GRAND BLVD

OKLAHOMA CITY, OK 73118

EXHIBIT A

BORROWER(S): DETRIUS M ROBERSON

LOAN NUMBER: 58437092

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:

LOT 7 IN BLGCK 6 IN MCCHESNEY'S HYDE PARK HOMESTEAD SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22. TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 6639 S MAPOUETTE DR, CHICAGO, ILLINOIS 60637