

# UNOFFICIAL COPY

Doc#. 2316047028 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 06/09/2023 02:12 PM Pg: 1 of 6

This Document Prepared By:  
**JESSICA SEWELL**  
**MIDFIRST BANK, A FEDERALLY CHARTERED**  
**SAVINGS ASSOCIATION**  
**501 N.W. GRAND BLVD**  
**OKLAHOMA CITY, OK 73118**

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
**DTO REC., MAIL CODE: 4002**  
**4795 REGENT BLVD**  
**IRVING, TX 75063**

**Tax/Parcel #: 13-33-420-034-0000**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_

**Original Principal Amount: \$238,598.00**

**Unpaid Principal Amount: \$222,463.84**

**New Principal Amount: \$237,372.31**

**New Money (Cap): \$14,908.47**

**FHA/VA/RHS Case**

**No.:1379526148/03**

**Loan No: 58154757**

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **2ND** day of **MAY, 2023**, between **MARIA F HERNANDEZ** ("Borrower"), whose address is **4856 W**

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**CONCORD PL, CHICAGO, IL 60639** 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 **MAY 30, 2018** and recorded on **JUNE 5, 2018** in **INSTRUMENT NO. 1815629028 BOOK - PAGE -**, 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

**4856 W CONCORD PL, CHICAGO, ILLINOIS 60639**  
(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, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$237,372.31**, 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. **\$14,903.47**.
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 **6.3750%**, from **MAY 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,480.89**, beginning on the **1ST** day of **JUNE, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2053** (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.

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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, 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.

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In Witness Whereof, I have executed this Agreement.

MARIA F HERNANDEZ 5/17/23  
Borrower: MARIA F HERNANDEZ Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on MAY 17, 2023  
(date) by MARIA F HERNANDEZ (name/s of person/s acknowledged).

[Signature]  
Notary Public  
(Seal)  
Printed Name: JAZMIN ORTIZ



My Commission expires:  
3/29/27



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## EXHIBIT A

**BORROWER(S): MARIA F HERNANDEZ**

**LOAN NUMBER: 58154757**

### LEGAL DESCRIPTION:

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

LOT 35 IN HOME SWEET HOME SUBDIVISION, BEING A SUBDIVISION OF LOTS 1 TO 26 BOTH INCLUSIVE, THE EAST 16 FEET OF LOT 28 ALL OF LOTS 29 TO 50 AND 55 TO 66 INCLUSIVE IN BLOCK 5 IN JAMES D. ROBERTSON'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND AVENUE AND EAST OF THE WEST 26.60 CHAINS THEREOF, IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS: 4856 W CONCORD PL, CHICAGO, ILLINOIS 60639**