

# UNOFFICIAL COPY

Doc#. 2326116062 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/18/2023 11:44 AM Pg: 1 of 8

This Document Prepared By:  
**SHERRIE FOLEY**  
**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 #: 30-07-420-016-0000**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$121,977.00**

**Unpaid Principal Amount: \$115,486.40**

**New Principal Amount: \$120,555.30**

**New Money (Cap): \$5,068.90**

**FHA/VA/RFS Case**

**No.:1370624011703**

**MERS Min: 100625400003011948**

**MERS Phone #: (888) 679-6377**

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **15TH** day of **AUGUST, 2023**, between **TANYA P MYERS FKA TANYA P JONES-LEE**



# UNOFFICIAL COPY

("Borrower"), whose address is **603 SUPERIOR AVE, CALUMET CITY, ILLINOIS 60409** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 26, 2001** and recorded on **MAY 24, 2001** in **INSTRUMENT NO. 0010440693**, 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

**603 SUPERIOR AVE, CALUMET CITY, ILLINOIS 60409**  
(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, **SEPTEMBER 1, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$120,555.30**, 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. **\$5,068.90**.
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 **7.3750%**, from **SEPTEMBER 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$782.23**, beginning on the **1ST** day of **OCTOBER, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2063** (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



# UNOFFICIAL COPY

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, 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.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this**



# UNOFFICIAL COPY

**Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Tanya P Myers  
Borrower: **TANYA P MYERS FKA TANYA P JONES-LEE**

8-30-23  
Date

[Space Below This Line for Acknowledgments]

## BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of Cook

This instrument was acknowledged before me on 8.30.23  
(date) by **TANYA P MYERS FKA TANYA P JONES-LEE** (name/s of person/s  
acknowledged).

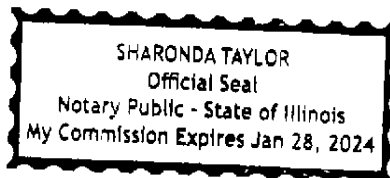
Sharonda Taylor  
Notary Public

(Seal)

Printed Name: Sharonda Taylor

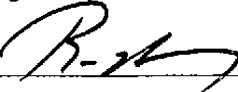
My Commission expires:

January 28, 2024




# UNOFFICIAL COPY

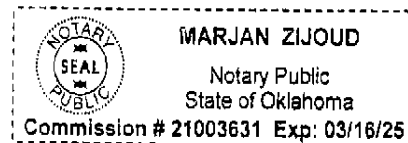
Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By  Blake Hendley

Date SEP 06 2023  
 \_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_  
 STATE OF Oklahoma COUNTY OF Oklahoma

The instrument was acknowledged before me this SEP 06 2023 by  
Blake Hendley, as  
Vice President of Mortgage Electronic Registration  
 Systems, Inc., a Delaware Co., on behalf of said entity.

  
 Notary Public



Printed Name: Marjan Zijoud

My commission expires: MAR 16 2025

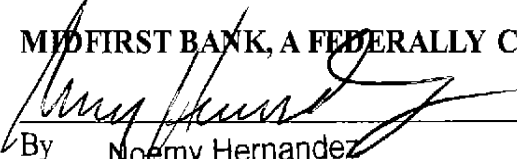
**THIS DOCUMENT WAS PREPARED BY:**  
**SHERRIE FOLEY**  
**MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION**  
**501 N.W. GRAND BLVD**  
**OKLAHOMA CITY, OK 73118**



**UNOFFICIAL COPY**

In Witness Whereof, the Lender has executed this Agreement.

**MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION**

By  SEP 06 2023  
 Noemy Hernandez (print name) Date  
 Vice President (title)

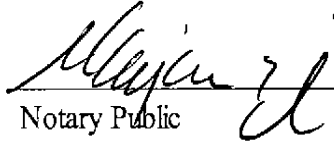
\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

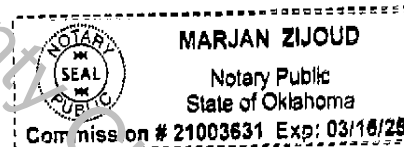
STATE OF Oklahoma  
 COUNTY OF Oklahoma

The instrument was acknowledged before me on SEP 06 2023 (date)  
 by Noemy Hernandez, 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:**

**SHERRIE FOLEY**

**MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION**

**501 N.W. GRAND BLVD**

**OKLAHOMA CITY, OK 73118**



# UNOFFICIAL COPY

## EXHIBIT A

**BORROWER(S): TANYA P MYERS FKA TANYA P JONES-LEE**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

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

LOT 29 IN BLOCK 40 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND BEING A SUBDIVISION OF THE EAST 1316.0 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS: 603 SUPERIOR AVE, CALUMET CITY, ILLINOIS 60409**

