Doc#. 2326413267 Fee: \$107.00

Karen A. Yarbrough Cook County Clerk

Date: 09/21/2023 12:25 PM Pg: 1 of 6

This Document Prepared By:
DAREIN MADDEX
MIDFIRST BANK, A FEDERALLY
CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73113

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

Tax/Parcel #: 10-25-200-046-0000

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N TITLE
CODE: 4002
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5-200-046-0000
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Original Principal Amount: \$235,740.00 FHA\VA Case No.:1373483231703

Unpaid Principal Amount: \$173,023.34 Loan No: (scan harcode)

New Principal Amount: \$175,863.07

New Money (Cap): \$2,839.73

Property Address: 405 DODGE AVE, EVANSTON, ILLINOIS 60202

LOAN MODIFICATION AGREEMENT (MORTGAGE)

HUD-HAMP 01312023_356



This Loan Modification Agreement ("Agreement"), made this 25TH day of AUGUST, 2023, between JEFFREY BROWN ("Borrower"), whose address is 405 DODGE AVE, EVANSTON, ILLINOIS 60202 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 AUGUST 11, 2006 and recorded on AUGUST 25, 2006 in INSTRUMENT NO. 0623755014, 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

405 DODGE A√E, EVANSTON, ILLINOIS 60202

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTA CHED HERETO AND MADE A PART HEREOF:

In consideration of the mutua! 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. \$175,863.07, 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. \$2,839.73.
- 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 7.5000%, from SEPTEMBER 1, 2023. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,157.30, beginning on the IST 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 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. For ever 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 reating 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 a otherwise specifically provided in this Agreement, the Note and Security Instrument vill 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, I have executed this Agreement.	
4.1/2 DA 9-	-1-2
Borrower JEFFREY BROWN Date	•
[Space Below This Line for Acknowledgments]	
BORKOWER ACKNOWLEDGMENT State of !LLINOIS	
County of Cook	
This instrument was acknowledged before me on 9.1.2023 (date) by <u>JEFFREY BROWN</u> (name/s of person/s acknowledged).	
Beala Chime-Clark	
Notary Public (Seal) Printed Name: BEMA CAMINNE-SWICK	
My Commission expires: 03.02.6 BEATA GIMINNE-SLAVICK Official Seal Notary Public - State of Illinois My Commission Expires Mar 2, 202	6
Clart	
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In Witness Whereof, the Lender has executed this Agreement. MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION VICE PRESIDENT Blake Hendley (print name) (title) [Space Below This Line for Acknowledgments] OKLAHOMA STATE OF COUNTY OF **OKLAHOMA** SEP 0 7 2023 The instrument was acknowledged before me on (date) Blake Hencley of MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION. Notary Public DIANNA HUFF Notary Public Printed Name: Dianna Huff State of Oklahoma 2025 NOV 16 My commission expires: THIS DOCUMENT WAS PREPARED BY: DAREIN MADDEX MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION 501 N.W. GRAND BLVD **OKLAHOMA CITY, OK 73118**

EXHIBIT A

BORROWER(S): JEFFREY BROWN

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

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

THAT PART OF LOTS 17 TO 25 INCLUSIVE TAKEN AS A TRACT IN BLOCK 3 IN M. L. JACKSON'S ADDITION TO SOUTH EVANSTON, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF DODGE AVENUE AS WIDENED 58 FEET NORTH OF THE INTERSECTION OF SAID EAST LINE OF DODGE AVENUE WITH THE NORTH LINE OF KIRK STREET; THENCE EAST ON A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF DODGE AVENUE, 164.56 FEET TO A POINT OF THE EAST LINE OF SAID LOTS 17 TO 25 INCLUSIVE, 52.08 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH ON SAID EAST LINE OF SAID LOTS 17 TO 25, 22.77 FEET; THENCE WEST 164.55 FEET TO SAID EAST LINE OF DODGE AVENUE AS WIDENED; THENCE SOUTH ON SAID EAST LINE OF DODGE AVENUE 22.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 405 DODGE AVE, EVANSTON, ILLINOIS 60202



Office