

# UNOFFICIAL COPY

Doc#. 2404706097 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 02/16/2024 10:07 AM Pg: 1 of 7

This Document Prepared By:  
**YUDOSHIA ROLLERSON**  
**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 #: 13-26-330-011-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$302,706.00	FHA/VA Case No.:1378695102703
Unpaid Principal Amount: \$257,402.44	MERS Min: 100611000000953694
New Principal Amount: \$187,443.34	MERS Phone #: (888) 679-6377
New Money (Cap): \$0.00	

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 24TH day of JANUARY, 2024, between MARTIN L NOWAK ("Borrower"), whose address is 2427 N MONTICELLO AVE, CHICAGO, IL 60647 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 JULY 25, 2016 and recorded on JULY 29, 2016 in INSTRUMENT NO. 1621108035, 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

2427N MONTICELLO AVE, CHICAGO, ILLINOIS 60647

(Property Address)

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**



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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, **MARCH 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$187,443.34**, 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 **8.2500%**, from **MARCH 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 1,338.61**, beginning on the **1ST** day of **APRIL, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2064** (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. 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.**



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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 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. (833) 679-MERS.



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In Witness Whereof, I have executed this Agreement.

Martin L Nowak  
Borrower: MARTIN L NOWAK

2/2/24  
Date

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

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 2/2/2024 (date) by MARTIN L NOWAK (name/s of person/s acknowledged).

\_\_\_\_\_ Before me, (name of notary), on this day personally appeared by means of interactive two-way audio and video communication (name of signer), who is known to me or has provided satisfactory evidence of identity in accordance with Illinois Governor J.B. Pritzker's Executive Order in Response to Covid-19 2020-14 and Executive Order in Response to Covid-19 2020-18 to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and acknowledged to me their presence in the State of Illinois.

[Signature]  
Notary Public (signature)

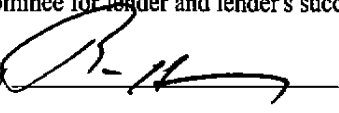
Notary Printed Name: Reda Aitelhadj

My Commission expires: 9/22/2026



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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 

Feb. 7, 2024  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]  
STATE OF OKLAHOMA COUNTY OF OKLAHOMA

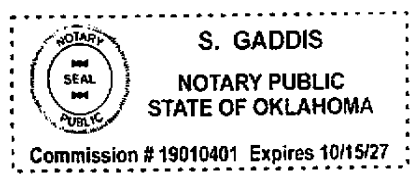
The instrument was acknowledged before me this Feb. 7, 2024 by Blake Hendie, as Vice President of Mortgage Electronic Registration Systems, Inc., a Delaware Corporation, on behalf of said entity.

\_\_\_\_\_  
This notarial act was an online notarial act.

  
Notary Public

Printed Name: Sondria Gaddis

My commission expires: 10-15-27



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



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In Witness Whereof, the Lender has executed this Agreement.

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

By *[Signature]* **Melissa Buck** Vice President 2-7-24  
(print name) (title) Date

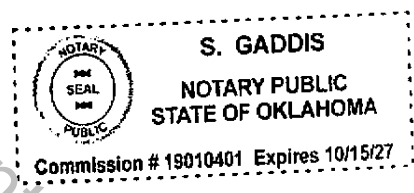
\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

The instrument was acknowledged before me on Feb. 7, 2024 (date) by  
Melissa Buck, as Vice President of MIDFIRST BANK, A  
FEDERALLY CHARTERED SAVINGS ASSOCIATION.

\_\_\_\_\_ This notarial act was an online notarial act.

*[Signature]*  
Notary Public



Printed Name: Sondria Gaddis

My commission expires: 10-15-27

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



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## EXHIBIT A

**BORROWER(S): MARTIN L NOWAK**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**Situated in the City of Chicago, County of Cook, State of Illinois, legally described as:**

**LOT 33 IN SCHULTE'S SUBDIVISION OF THE EAST 1/2 OF LOT 15 IN  
KIMBELL'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 AND  
THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 40  
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 25  
ACRES IN THE NORTH EAST CORNER THEREOF) IN COOK COUNTY,  
ILLINOIS.**

**ALSO KNOWN AS: 2427N MONTICELLO AVE, CHICAGO, ILLINOIS 60647**

