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Doc#: 2412224156 Fee: \$107.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

Date 5/1/2024 10:36 AM Pg: 1 of 6

This Document Prepared By:

SARAH DUEHN
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 #: 12284080070000

[Space Above This Line for Recording Data]

Original Principal Amount: \$212,087.00

Unpaid Principal Amount: \$198,170.38

New Principal Amount: \$215,133.13

New Money (Cap): \$16,962.75

FHA/VA/RHS Case No.: 1378729372703

Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 15TH day of APRIL, 2024, between **CHRISTIAN RIVERA, ARACELI SALDANA** ("Borrower"), whose address is **2550 WESTBROOK DR, FRANKLIN PARK, ILLINOIS 60131** 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 **SEPTEMBER 13, 2016** and recorded on **SEPTEMBER 26, 2016** in **INSTRUMENT NO. 1627010040**, 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

2550 WESTBROOK DR, FRANKLIN PARK, ILLINOIS 60131
(Property Address)



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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, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$215,133.13**, 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. **\$16,962.75**.
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 **MAY 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,395.90**, beginning on the **1ST** day of **JUNE, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 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 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.

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.



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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.

Property of Cook County Clerk's Office



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In Witness Whereof, I have executed this Agreement.

Christian Rivera
Borrower: CHRISTIAN RIVERA

04/22/2024
Date

Araceli Saldana
Borrower: ARACELI SALDANA

4/22/2024
Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 04/22/2024 (date) by CHRISTIAN RIVERA, ARACELI SALDANA (name/s of person/s acknowledged).

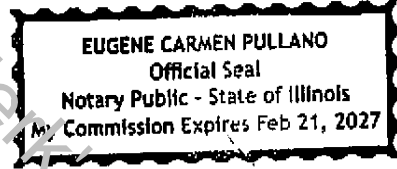
_____ Before me, (name of notary), on this day personally appeared by means of interactive two-way audio and video communication (name of signer), who is known to me or has provided satisfactory evidence of identity in accordance with Illinois Governor J.B. Pritzker's Executive Order in Response to Covid-19 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.

Eugene Carmen Pullano
Notary Public (signature)

(Seal)

Notary Printed Name: EUGENE CARMEN Pullano


My Commission expires: 02/21/2027



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In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

By  (print name) APR 25 2024 Date
Noemy Hernandez (title)
Vice President
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Oklahoma

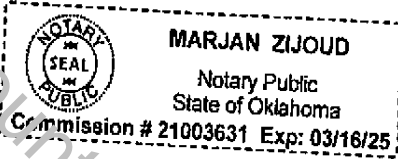
The instrument was acknowledged before me on APR 25 2024 (date) by Noemy Hernandez, as Vice President of **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.**

This notarial act was an online notarial act.


Notary Public

Printed Name: Marjan Zijoud

My commission expires: MAR 16 2025



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



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EXHIBIT A

BORROWER(S): CHRISTIAN RIVERA, ARACELI SALDANA

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

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

LOT 14 IN BLOCK 7 IN WESTBROOK UNIT #5, BEING MILLS AND SONS SUBDIVISION IN THE EAST 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

ALSO KNOWN AS: 2550 WESTBROOK DR, FRANKLIN PARK, ILLINOIS 60131

