

UNOFFICIAL COPY

Doc#: 2412914229 Fee: \$107.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
Date 5/8/2024 11:17 AM Pg: 1 of 6

This Document Prepared By:
LEXUS PETTLES
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 #: 25101070390000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$163,922.00 **FHA/VA Case No.:1373683828703**
Unpaid Principal Amount: \$164,508.10 **Loan No: (scan barcode)**
New Principal Amount: \$164,074.51
New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **8TH** day of **APRIL, 2024**, between **CHARLES L JAMES SR, SIRENA JAMES** ("Borrower"), whose address is **9650 S INDIANA AVE, CHICAGO, ILLINOIS 60628** 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 24, 2007** and recorded on **SEPTEMBER 13, 2007** in **INSTRUMENT NO. 0725640133**, 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

9650 S INDIANA AVE, CHICAGO, ILLINOIS 60628
(Property Address)

the real property described being set forth as follows:

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



UNOFFICIAL COPY

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. **\$164,074.51**, 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. **50.00**.
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 **7.3750%**, from **MAY 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,064.60**, 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 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.



UNOFFICIAL COPY

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.



Property of Cook County Clerk's Office

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Charles L James Sr
Borrower: CHARLES L JAMES SR

4-26-24
Date

Sirena James
Borrower: SIRENA JAMES

4/26/24
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of ILLINOIS
County of Cook

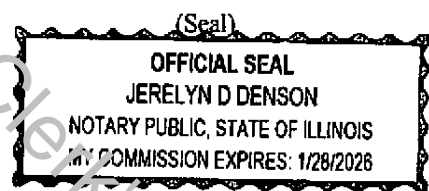
This instrument was acknowledged before me on April 26, 2024 (date) by
CHARLES L JAMES SR, SIRENA JAMES (name/s of person/s acknowledged).

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

Jerelyn D. Denson
Notary Public (Signature)

Notary Printed Name: Jerelyn D. Denson

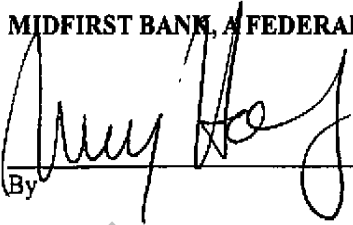
My Commission expires: Jan. 28, 2026



UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION



Noemy Hernandez VICE PRESIDENT
(print name)
(title)

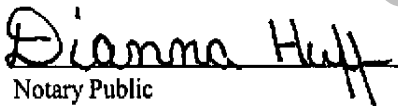
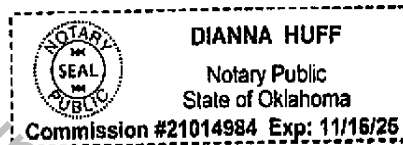
APR 30 2024
Date

_____ [Space Below This Line for Acknowledgments] _____

STATE OF Oklahoma
COUNTY OF Oklahoma

The instrument was acknowledged before me on APR 30 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: Dianna Huff

My commission expires: NOV 16 2025

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



UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): CHARLES L JAMES SR, SIRENA JAMES

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

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

LOT 18 IN BLOCK 6 IN SECOND ROSELAND HEIGHTS SUBDIVISION OF EAST 2/3 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 9650 S INDIANA AVE, CHICAGO, ILLINOIS 60628

