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2001-03-27 11:34:11  
Cook County Recorder 37.50

Recording Requested By  
And When Recorded  
Return to: Debbie Brand



Washington Mutual Bank, FA  
540 East Main Street  
STB2MOD  
Stockton, California 95290

[Space Above This Line For Recording Data]

FIN# 23-14-408-022-1018

Loan No.: 0817954225

Prepared by: Debbie Brand

Address: 540 E. Main St., Stockton, CA 95290

**MODIFICATION OF MORTGAGE AND PROMISSORY NOTE**

This Modification of Mortgage and Promissory Note (the "Modification") is made this 20th day of February 2001 by and between Alexandria Lukashonak, An Unmarried Woman, ("Borrower") and Washington Mutual Bank, FA, formerly known as Great Western Bank, A Federal Savings Bank Doing Business As Sierra Western Mortgage Company ("Lender").

**RECITALS**

A. On April 5, 1997, Borrower or Borrower's predecessor in interest to the Property described below did make, execute and deliver that certain Mortgage (which, together with any adjustable rate and other riders thereto, shall collectively be referred to herein as the "Security Instrument") in favor of Lender or Lender's predecessor in interest, which Security Instrument was recorded on May 7, 1997 as Instrument No. 97318501 of the Official Records of Cook County, State of Illinois. The Security Instrument secures the repayment of a promissory note (which, together with any riders or addenda thereto, shall collectively be referred to herein as the "Note") dated April 15, 1997, in the original principal amount of \$75,000.00, which Note is payable to Lender or Lender's predecessor in interest. The Security Instrument creates a security interest in real property (the "Property") described in Exhibit "A" hereto, which Exhibit "A" is incorporated herein and made a part hereof.

B. Lender is the current holder of the Note and the Security Instrument.

C. Borrower is the current obligor under the Note and Security Instrument.

D. The loan evidenced by the Note currently contains provisions for an adjustable interest rate, adjustable payments, and adjustments to the unpaid principal

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balance of the Note that are caused by such adjustments. The parties desire to modify the Note and the Security Instrument to provide for a fixed interest rate, and to make certain other modifications to the Note and Security Instrument.

## MODIFICATION

NOW, THEREFORE, in consideration of the mutual benefits to each, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. The terms and conditions of the Note and Security Instrument as in effect on the date of the execution of this Modification shall remain unchanged until **April 1, 2001** (the "Effective Date"). The payment that would be due on the Effective Date under the terms of the Note as in effect on the date of the execution of this Modification shall continue to be due and payable in full on the Effective Date. Subject to the preceding sentences of this Section 1, the Sections of the Note that are entitled "INTEREST," "INSTALLMENTS," "METHOD OF COMPUTING INTEREST RATE ADJUSTMENTS," and "METHOD OF COMPUTING ADJUSTMENTS TO THE MONTHLY INSTALLMENT" are deleted in their entirety from and after the Effective Date. The parties acknowledge and agree that, in some Note forms used by Lender, the title "MONTHLY INSTALLMENTS" may be used instead of "INSTALLMENTS," and that such Section will, however denominated, be deleted in its entirety from and after the Effective Date.

2. From and after the Effective Date, the Note is and shall be modified by adding the following provisions thereto:

### "INTEREST.

Interest will be charged on the unpaid principal balance of this Note until the full amount of principal has been paid. I will pay interest at a yearly rate of **6.750%** (**Six and Six-eighths** percent).

The interest rate required by this Section is the rate I will pay both before and after any default under this Note.

### PAYMENTS.

(A) Time and Place of Payments.

I will pay principal and interest by making payments every month.

I will make my monthly payments on the **1st** day of each month beginning on **April 1, 2001**.

I will make these payments every month until I have paid all of the principal and interest and any other charges described in this Note that I may owe under this Note. My monthly payments will be applied to interest before principal.

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If on May 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my payments at P O Box 70308, Charlotte, NC 28272-0308, or in a different place if required by the Note Holder.

I will make all payments in the lawful money of the United States of America.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.\$463.14 (Four-hundred Sixty-three and 14/100 Dollars)."

3. The parties acknowledge that the new monthly payment under the Note, which is set forth in Section 2 of this Modification, is the amount that is necessary to repay the projected unpaid principal balance of the Note as of the Effective Date (\$75,119.03, which includes deferred interest of \$ and fees imposed in connection with this Modification of \$1,612.70), plus interest at the interest rate stated in Section 2 of this Modification, in substantially equal installments by the Maturity Date stated in Section 2 of this Modification. The parties also acknowledge that the actual unpaid principal balance of the Note as of the Effective Date may be larger or smaller than the projected unpaid principal balance due to payments on the Note, prepayments on the Note, the failure to make payments on the Note, the addition of additional deferred interest to the unpaid principal balance of the Note, or otherwise. If, as of the Effective Date, the actual unpaid principal balance is greater than the sum of the projected unpaid principal balance plus any fees that are added to that projected unpaid principal balance, Borrower will owe Lender an additional payment on the Maturity Date.

4. From and after the Effective Date, the verbiage on the first page of the Note relating to an adjustable interest rate, adjustable payments and/or adjustments to the principal balance caused by such adjustments are deleted in their entirety. All other references in the Note to adjustable interest rates (and/or adjustable payments and/or adjustments to the principal balance caused by such adjustments), however denominated, are deleted in their entirety, it being the intention of the parties that, from and after the Effective Date, the Note and the loan evidenced by the Note are and shall be modified to contain a fixed interest rate as provided in this Modification.

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5. From and after the Effective Date, all references in the Security Instrument to an Adjustable Rate Rider are deleted in their entirety. All other references in the Security Instrument to adjustable interest rates (and/or adjustable payments and/or adjustments to the principal balance caused by such adjustments), however denominated, are deleted in their entirety, it being the intention of the parties that, from and after the Effective Date, the Note secured by the Security Instrument is and shall be modified to contain a fixed interest rate as provided in this Modification.

6. From and after the Effective Date, the title of the Section of the Note which reads "SECURED NOTE; DUE ON SALE PROVISIONS; ASSUMABILITY" is and shall be modified to read "SECURED NOTE; TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER." From and after the Effective Date, the paragraph of the Note entitled "Due on Sale Provisions" and the paragraph of the Note entitled "Assumability" are deleted in their entirety. From and after the Effective Date, the Note is and shall be modified by adding the following in the place of these deleted paragraphs.

**"(B) TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** The Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.**

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this 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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower."

**THE PARTIES ACKNOWLEDGE AND AGREE THAT, AS A RESULT OF THIS MODIFICATION, THE NOTE IS NO LONGER ASSUMABLE.**

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7. From and after the Effective Date, the Adjustable Rate Rider to the Security Instrument is deleted in its entirety.

8. Borrower represents and warrants that the Property is subject to no liens, encumbrances, charges or security interests other than the lien of the Security Instrument, and that no person or entity, other than Borrower, has any interest in the Property. This representation and warranty shall survive the consummation of the transactions contemplated by this Modification.

9. Except as modified by this Modification, all terms and conditions of the Note and the Security Instrument shall remain in full force and effect.

10. The parties intend that the terms of this Modification (including the attached Exhibit) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Modification shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative or other legal proceeding involving this Modification.

11. If any provision of this Modification, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Modification and such provision as applied to other persons, places and circumstances shall remain in full force and effect.

12. Time is of the essence in respect to all provisions of this Modification in which a definite time for performance is specified.

13. Subject to the terms and conditions of this Modification, each party agrees to use its best efforts to do, or cause to be done, all things necessary, proper or advisable under applicable laws, rules and regulations to consummate the transactions contemplated by this Modification as expeditiously as practicable including, without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents as any party may reasonably request in order to carry out the purposes of this Modification and the transactions contemplated hereby.

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IN WITNESS WHEREOF, the parties have executed this Modification on the day and year first above written.

Washington Mutual Bank, FA ("Lender")

By: Jenny Zapfen  
Name: Jenny Zapfen  
Its: Assistant Vice President  
Address: 540 E. Main Street, Stockton, CA  
95290

Signature: Alexandria Lukashonak

Typed or Printed Name: **Alexandria Lukashonak**  
Address: 10835 Kathleen  
Court Apt C, Palos Hills, IL  
60465-2327

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed or Printed Name:  
Address:

Signature: \_\_\_\_\_

Typed or Printed Name:  
Address:

Signature: \_\_\_\_\_

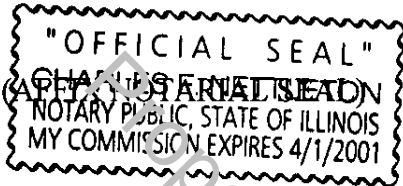
Typed or Printed Name:  
Address:

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STATE OF ILLINOIS

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 28 day of February, 2001, by Alexandra Lukashonak who is personally known to me or has produced Illinois Driver License as identification.



Print Name: Charles F. Neffliden  
Notary Public, State of Illinois

Commission No. \_\_\_\_\_

My Commission Expires: 4/1/01

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## EXHIBIT "A"

### Legal Description of the Property

PARCEL NO. 23-14-408-022-1018

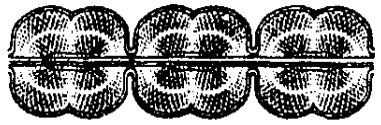
UNIT C IN SUNNY CREEK CONDOMINIUMS AS SET FORTH ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY TO-WIT: LOT 2 OF SUNNY CREEK CONDOMINIUMS, BEING A RESUBDIVISION OF LOTS 12, 13 AND 14 IN GEORGIOUS SUBDIVISION OF THE EAST 15 ACRES OF THAT PART OF THE SOUTHEAST QUARTER LYNING NORTH OF THE CALUMET SAG FEEDER OF THE ILLINOIS AND MICHIGAN CANAL (EXCEPTING THEREFROM THE 90 FOOT RESERVE STRIP ON THE NORTHERLY SIDE OF SAID FEEDER) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE NORTH 90 FOOT RESERVE STRIP ON THE NORTHERLY SIDE OF SAID FEEDER) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE NORTH 426.77 FEET THEREOF) EXCEPT THAT PART TAKEN FOR WIDEING OF ROBERTS ROAD AS DESCRIBED IN JUDGEMENT ORDER REGISTERED AS DOCUMENT NO. LR 30-20-004, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT A TO A DECLARATION OF CONDOMINIUM MADE BY CHICAGO CITY BANK AND TRUST COMPANY TRUST #11315 RECORDED APRIL 13, 1994 AS DOCUMENT 94-329, 595 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION ALL IN COOK COUNTY, ILLINOIS.

Property address: 10835 S KATHLEEN COURT #C, PALOS HILLS, ILLINOIS 60465.



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CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

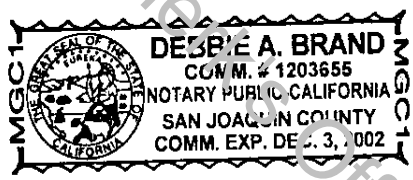
STATE OF CALIFORNIA )

COUNTY OF San Joaquin )

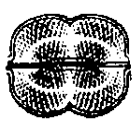
On 2-22-01 before me, Debbie A Brand Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Jenny Zapfen, Assistant Vice President  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/  
they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

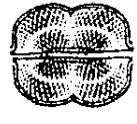
WITNESS my hand and official seal.



Debbie A. Brand (SEAL)  
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_