

UNOFFICIAL COPY

0010516281

2807/305 45 001 Page 1 of 3
2001-06-13 12:20:11
Cook County Recorder 47.00



LOAN MODIFICATION AGREEMENT

FREDDIE MAC LOAN NUMBER 800035410
LOAN NUMBER 0093529891

THIS WAS PREPARED BY:

Yoli Anguiano
YOLI ANGUIANO
Washington Mutual Home Loans Inc.
75 NORTH FAIRWAY DRIVE
VERNON HILLS, ILLINOIS 60061

PLEASE RETURN TO:

AFTER RECORDING RETURN TO:
SAFETRANS
10125 CROSSTOWN CIRCLE
SUITE 380
EDEN PRAIRIE, MN 55344

234840

3250

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.**

This Loan Modification Agreement ("Modification"), effective April 1, 2001, between Carlos F. Mosqueda and Corrie Mosqueda ("Borrowers") and Washington Mutual Home Loans, Inc., f.k.a. PNC Mortgage Corp. of America ("Lender"), amends and supplements (1) the Note (the "Note") made by the borrowers dated December 8, 1995 in the original principal sum of U.S. \$141,600.00 and and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on December 15, 1995 Document 95-873,247, of the Official Records, Records of Cook County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at 4728 North Malden Street, Chicago, Illinois 60640, the real property being described as follows:

See Exhibit "A" attached hereto and made part of hereof.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower CM (is) is not, the occupant of the Property. (Please check and initial whichever applies.)
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$10,632.35 have been added to the indebtedness under the terms of the Note and Security Instrument and that as of April 1, 2001 the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$148,056.16.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.75% beginning April 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,164.76, beginning on the 1st day of May 1, 2001. If on April 1, 2031 (the "Modified Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at address stated on monthly billing statement or at such other place the Lender may require.

A# 5447 / KAKI OSA

BOX 333-CTT

UNOFFICIAL COPY

4. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

21 MARCH 2001
Date

Carlos F. Mosqueda
Carlos F. Mosqueda

21 MARCH 2001
Date

Connie Mosqueda
Connie Mosqueda

3-28-01
Date

Karen Batt
Karen Batt Its 2nd Vice President
Washington Mutual Home Loans, Inc.

Space Below This Line for Acknowledgment

STATE OF

COUNTY SS:

10516281

BEFORE ME, the undersign, a Notary Public in and for said County and State, on this day personally appeared Carlos F. and Connie Mosqueda, known to me to be the person(s) whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of March 2001.

David James Granado
Notary Public

SEAL



STATE OF ILLINOIS

COUNTY SS: LAKE

BEFORE ME, the undersign, a Notary Public in and for said County and State, on this day personally appeared Karen Batt, known to me to be person/s whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of March 2001.



Debby S Preciado
Notary Public

UNOFFICIAL COPY

EXHIBIT A - LEGAL DESCRIPTION

LOT 51 IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF THE GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS.

PTN: 14-17-10.3-020

Property Address: 4728 N. Malden St.
Chicago, IL 60640

10516281

AFTER RECORDING, MAIL TO:

CHICAGO TITLE INSURANCE CO.
ATTN: MARIANN KAMINSKI
171 N. CLARK ST. - MLC: 04SP
CHICAGO, IL 60601

8528137

98240112822



99193770