

UNOFFICIAL COPY

0010842247

2001/09/11 09:34:10 Page 1 of 5

2001-09-11 09:34:10

Cook County Recorder 55.50



0010842247

First American Title Insurance Co.

3 First American Way  
Santa Ana, CA 92707 629809

Washington Mutual Bank

Residential Loss Mitigation

Polly Bishop

Mail Stop: N 01 02 01

9451 Corbin Avenue

Northridge, CA 91324

Prepared by: Polly Bishop



FOR RECORDING USE ONLY

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

FNMA Loan #: 1605058453

WMB Loan #: 7019017362

This Loan Modification Agreement ("Agreement"), made this 14<sup>th</sup> day of May, 2001, between Linda G. Hill ("Borrower") and Washington Mutual Bank, F.A., successor by corporate merger to Home Savings of America, a Federal Savings Bank, ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated April 23, 1997, and recorded on April 25, 1997, as Instrument Number 97-289426, 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 115 Dato Ct, Streamwood, IL 60107, the real property described being set forth as follows:

"See Attached Legal Description"

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 June 1, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$144,347.69, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 7.750% from May 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,076.73, beginning on the 1st day of June, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. In addition to the monthly principal and interest payment the Borrower will be required to make monthly impound payments in the initial amount of U.S. \$240.89, private mortgage insurance payment in the amount of \$86.23, and hazard insurance payment in the amount of \$43.58, for a total monthly installment of U.S. \$1,447.43. If on May 1, 2027, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 1093, Northridge, CA 91328-1093, or at such other place as the Lender may require.

5-11  
P-5  
5  
M-y  
g/f/c

UNOFFICIAL COPY

Property of Cook County Clerk's Office

- 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, at its option, 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 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. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

*\* ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC \**

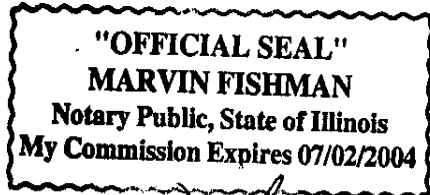
BORROWER:

LENDER:

Washington Mutual Bank,  
successor by corporate merger to  
Home Savings of America,  
a Federal Savings Bank

*Linda G. Hill* 5-30-01  
Linda G. Hill date

*Jeanne Cooper* 5/31/01  
By: Jeanne Cooper, Asst. Vice President date



*Marvin Fishman*

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0010842247

Page 3 of 5

LEGAL DESCRIPTION

LOT 147 IN GREEN MEADOWS SUBDIVISION UNIT NO. 3 BEING A SUBDIVISION OF PART OF THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SECTION 13 TOWNSHIP 41 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PTN: 16-13-404-004-0000

COMMONLY KNOW AS 115 DATO COURT, STREAMWOOD, IL 60107

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

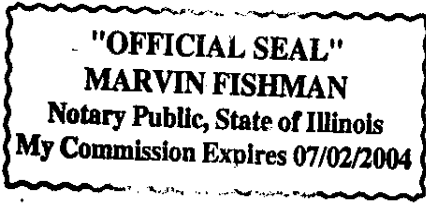
State of California }
County of COOK } ss.

On 5-30-01 before me, LINDA G. HILL
Date Name and Title of Officer, Notary Public

personally appeared [Signature]
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

UNOFFICIAL COPY

Property of Cook County Clerk's Office



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

ss.

On 6/5/01

Date

, before me, Julie Henderson, Notary Public

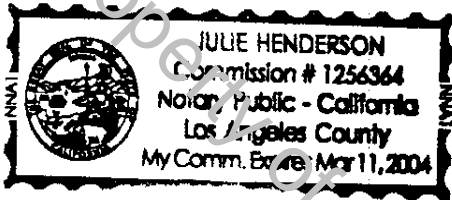
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

~~personally appeared~~ Jeanne Cooper, AVP

Name(s) of Signer(s)

personally known to me

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.

Julie Henderson  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

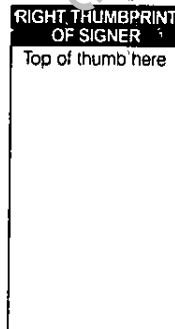
Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



UNOFFICIAL COPY

Property of Cook County Clerk's Office

