

Return to:
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St. Paul, MN 55117

After recording return to:

Washington Mutual Home Loans, Inc.
Attn: Patsy Stuckey
MailStop: SC/FL/2577
2210 Enterprise Drive
Florence, SC 29501

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0010993504

05/02/01 05:57:30 Page 1 of 4
2001-10-24 15:57:30
Cook County Recorder 51.50



0010993504

*08575814

Loan Number: 73132369

FHA Case Number:

FIXED RATE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), dated the *18th* day of *September, 2001*, effective the *1st* day of *October, 2001*, between *Frank Adams* ("Borrower") and *Washington Mutual Home Loans, Inc.*, ("Lender"), by assignment from *.*, by assignment dated *.* and filed for record and recorded in Volume *.*, Page *.* of Public Records, amends and supplements (1) the Note (the "Note") made by the Borrower, dated *July 31, 1992*, in the original principal sum of U.S. *\$176,546.74*, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on *August 13, 1992* as Document/Instrument No. *92600745* in Book or Liber *.*, at page(s) *.*, of the 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 *15 W Michigan Aveune, Palatine, IL 60067*. That the real property is further described as:

Lot 1 in Hayford's Resubdivision of Lot 6 in Block 3 in Arthur T. Mcintosh's Palatine Estates Unit Number 1 in South East 1/4 of South East 1/4 of Section 22 and of the South West 1/4 of the South West 1/4 of Section 23, Township 42 North, Range 10 East of the Third principal Meridian, in cook County, Illinois.

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 agreement 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:

1. The Borrower represents that the property is owner occupied and is the person or persons who executed the original instruments.
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 *\$23,650.75* have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of *October 1, 2001*, the amount, including the amounts which have been added to the indebtedness, payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. *\$176,546.74*.
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 *8.5%*, beginning *October*

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1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,357.49 (not including escrow deposit), beginning on the 1st day of November, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 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 to Washington Mutual, P.O. Box 3147, Milwaukee, WI 53201-3147 or, at such other place designated by Lender.

4. If the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which shall be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.5% beginning on an effective date stated in the notice which is at least 30 days after the date on which the notice is delivered or mailed to the Borrower. Unless the entire indebtedness is accelerated, as specified in the Note, the Borrower shall pay such increased monthly payments of principal and interest, as adjusted for the increased rate of interest, as specified by the Lender. The Borrower acknowledges that this would constitute an increase in the rate of interest, compared to the rate of interest which would otherwise apply if the Borrower had not defaulted on this Modification.
5. 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.
6. 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.

Witness

Frank Adams 9/21/01
Frank Adams, Borrower Date

Witness

Borrower Date

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(BORROWER'S ACKNOWLEDGMENT) **0010993504**

STATE OF Illinois)

COUNTY OF Cook)

On this, the 21st day of Sept., 01 before me personally appeared *Frank Adams*, 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.

MY COMMISSION EXPIRES:

9-24-03

Melanie Magerl

NOTARY PUBLIC, STATE OF Illinois

Melanie Magerl

PRINTED NAME OF NOTARY



Loan Number: 73132369
Name: Adams
Title Of Document: Fixed Rate Loan Modification Agreement
Date of Document: September 18, 2001
Number of Pages: 4

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Date: 9/25/01

WASHINGTON MUTUAL HOME LOANS, INC.
-Lender

By: Margaret M. Slattery
Margaret M. Slattery, Vice President

Sheryone Williams
- Witness - Sheryone Williams

Gloria J. McKenzie
- Witness - Gloria J. McKenzie

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF South Carolina)
COUNTY OF Florence)

BEFORE ME, on this day personally appeared Margaret M. Slattery of Washington Mutual, its Vice President, known to me to be an officer of said corporation, duly authorized to commit this transaction, DEPOSES and SWEARS on this, the 25th day of September, 2001, that the foregoing instrument was executed for the purposes and consideration expressed herein.

MY COMMISSION EXPIRES:

Patsy Human Stuckey
NOTARY PUBLIC, STATE OF South Carolina

1-31-05

Patsy Human Stuckey
PRINTED NAME OF NOTARY

0010993504



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FXD RT LN MOD AG
REF# 20106346
US Recordings

Loan Number: 73132369
Name: Adams

