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2001-12-11 15:18:28

Cook County Recorder

31.50



After Recording Leturn To:

First American Loss Mitigation Services, Inc. [Company Name]

When Recorded Return 15. 359

First American Title Insurance Co

3 First American Way Santa Ana, CA 92707

Attn: Loan Modification Dept.

Prepared By: RUTH RUHL, P.C. 2305 Ridge Road, Suite 106 Rockwall, TX 75087

__[Space above This Line For Recording Data]___

Loan No.: 64283654

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8th day of October, 2001 between Daniel Nieves and Glenda R. Nieves, his wife

("Borrower")

and Washington Mutual Bank, F.A., successor by merger to Bank United

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Dobt (the "Security Instrument"), dated November 9, 1999 and recorded in Book/Liber N/A , Page N A , Instrument No.

09102873

, of the Official

Records of Cook

Coraty, Illinois

[Name of Records] [County and State, or other Jurisciction]

and (2) the Note in the original principal sum of U.S. \$ 122,700.00 , 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 8141 Dartmouth Lane, Hanover Park, Illinois 60 102

[Property Address]

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE

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Loan No.: 64283654

the real property described being set forth as follows:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF HANOVER PARK, AND DESCRIBED AS FOLLOWS:

LOT 25 IN BLOCK 65 IN HANOVER HIGHLANDS UNIT NO. 9, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MAY 1, 1969, AS DOCUMENT NO. 20,828.255, IN COOK COUNTY, ILLINOIS.

TAX ID NO.: 07-30-212-026

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 October 1st, 2001 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 127,774.89 , consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Borrower propies 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 7.375 %, from October 1st, 2001 . The Borrower promises to make monthly payments of principal and interest of U.S. \$898.56 , 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 December 1, 2029 , (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 fall on the Maturity Date.

The Borrower will make such payments at Washington Mutual Bank, F.A., 75 North Fairway Drive, Vernon Hills, Illinois 60061

or at such other place as the Lender may require.

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 reason) 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 rotive of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or realled 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 specified date 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 partly 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.

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Loan No.: 64283654

- 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 agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Washington Mutual Pank, F.A., successor	(Seal)	Dun Celes	(Seal)
by merger to Bank United	–Lender	Daniel Nieves Blenda Phi	–Borrower
Ox		Glenda R. Nieves	-Borrower
	04		(Seal) –Borrower
By: Mohamed Nofana		· · · · · · · · · · · · · · · · · · ·	(Seal) _Borrower
Its: Vice President		The same	•
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		745	
			CO

[See Attached Acknowledgment(s)]

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BORROWER ACKNOWLEDGMENT

DORRO WER ACRIVO WEED GIVEN				
State of	Illinois	§ §		
County of	Cook	§		- 15 200 l
	he foregoing instrument w Nieves and Glenda R. Nie		efore me	10-15/200 [date],
[name of p	person acknowledged].			
(Seal)	"OFFICIAL SEAL" Martha E Canham Notary Public, stat. of Illinois		Mattle E Can Notary Public, State of 12 L	Lan NOS
A COLO	y Commission Expires 1.39/2006		My Commission Expires: / 36	12006
	r	ENDER ACK	NOWLEDGMENT	
State of County of	Illinois § Xape §	4	Colyp	
Mohamed	Fofana	, Vice Pre	efore me this Thober 24 sident A., successor by me ger to Bank U	name of officer or agent,
(Seal)	\$*************************************	·······	Melba J. Ke	, on behalf of said entity.
	-2 OFFICIAL C	-	Notany Dublic State of .	101011

My Commission Expires: 01-24-09

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 01/24/04

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Loan #: 6164283654

ERROR AND OMISSIONS/COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deems necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Yeterans Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

transfer, sale	e or conveyance	by Lender of its interest i	n and to said loan documen	tation.
Dated effect	ive this 15 h	sy of October	, 2001.	
Daniel Nieve	es	(Seal) -Borrower	Aleuda K Glenda R. Nieves	(Seal) -Borrower
		(Seal) -Borrower	47%	(Seal)
		Donower	9	
State of:	Illinois	§		
County of:	Cook	§ §	Op,	
Daniel Nieves evidence) to to me that he	and Glenda R. N be the person(s) e/she/they execu- on the instrumer	ieves personally known to whose name(s) is/are sulted the same in his/her/the	o me (or proved to me on the oscribed to the within instrueir authorized capacity(ies) ity upon behalf of which the	e basis of satisfactory iment and acknowledge and that by his/her/their e person(s) acted
(Seal)	"OFFICIAL SEAL" Martha E. Canham Notary Public, State of Illinois		Marth E. Can't Notary Public, State of	ham
	My Commission	Expires 1/30/2006	My Commission Expires	. (

YOO JAIDIT EXHIBIT

Property or Cook County Clerk's Office

Loan #: 6164283654

EXHIBIT

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRIADICTED BY EVIDENCE OF PRIOR, CONTEMPO: ANEOUS, OR SUBSEQUESNT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMNTS BETWEEN THE PARTIES.

Receipt of Notice: The understoned hereby represents and warrants that I/we have each received and read a copy of the Notice on or before the execution of the "Loan Agreement". "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial eccommodations.

Dun Clie	(Seal)	MendaR	(Seal)
Daniel Nieves	-Borrower	Glenda R Nieves	-Borrower
	(Seal) - Borrower		(Seal) Borrower

NOTICE OF NO ORAL AGREEMENTS (MULTISTATE)

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EXENSIT

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