



001171251

After Recording Return To:
First American Loss Mitigation Services, Inc.
[Company Name]

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

When Recorded Return To: 758893
First American Title Insurance Co.
3 First American Way
Santa Ana, CA 92707
Attn: Loan Modification Dept.

[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 Debt (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 County, Illinois, [Name of Records] [County and State, or other Jurisdiction]

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 60102

[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.

Initials DN Initials GR Initials _____ Initials _____

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P-6
3-
M-7
JHC

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Property of Cook County Clerk's Office

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 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 7.375%, 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 full 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 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 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.

Initials De Initials hw Initials _____ Initials _____

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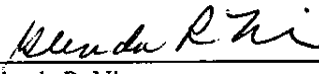
Loan No.: 64283654

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 Bank, F.A., successor (Seal)
by merger to Bank United -Lender

 (Seal)
Daniel Nieves -Borrower

 (Seal)
Glenda R. Nieves -Borrower

____ (Seal)
-Borrower

By: 
Mohamed Nofana

____ (Seal)
-Borrower

Its: Vice President _____

[See Attached Acknowledgment(s)]

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BORROWER ACKNOWLEDGMENT

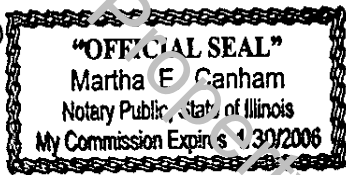
State of Illinois §
County of Cook §

The foregoing instrument was acknowledged before me by Daniel Nieves and Glenda R. Nieves

10-15-2001 [date]

[name of person acknowledged]

(Seal)



Martha E Canham

Notary Public, State of ILLINOIS

My Commission Expires: 1/30/2006

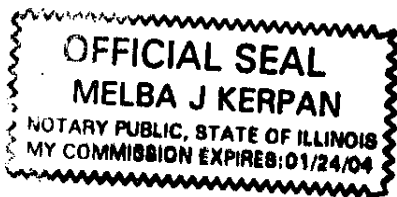
LENDER ACKNOWLEDGMENT

State of Illinois §
County of Lake §

The foregoing instrument was acknowledged before me this October 24, 2001 [date], by Mohamed Fofana, Vice President [name of officer or agent, title of officer or agent] of Washington Mutual Bank, F.A., successor by merger to Bank United

, on behalf of said entity.

(Seal)



Melba J. Kerpan

Notary Public, State of Illinois

My Commission Expires: 01-24-04

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EXHIBIT

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Loan #: 6164283654

EXHIBIT

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTIONED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned 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 accommodations.



Daniel Nieves (Seal)
-Borrower



Glenda R. Nieves (Seal)
-Borrower

- Borrower (Seal)

- Borrower (Seal)

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EXHIBIT

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