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1000/0123 51 001 Page 1 of 6  
2002-01-08 13:09:35  
Cook County Recorder 31.50



**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: 786421  
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.: 6163798769

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of November, 2001, between Jerry Williams and Dezinette L. Williams, 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 October 16, 1998 and recorded in Book/Liber N/A, Page N/A, Instrument No. 98971921, 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. \$ 131,033.00, 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 5740 Hawthorne, Berkeley, Illinois 60163

[Property Address]

Initials JW Initials DW Initials \_\_\_\_\_ Initials \_\_\_\_\_

Handwritten initials: SJL, S, mmf

Loan No.: 6163798769

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 BERKELEY, AND DESCRIBED AS FOLLOWS:

THE WEST 58 FEET OF THE EAST 60 FEET OF THE SOUTH 200 FEET OF LOT 14 IN BLOCK 3 IN WOLF ROAD HIGHLANDS, BEING A SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL # 15-07-214-185

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 November 1st, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 134,215.54, 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 November 1st, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 956.21, beginning on the 1st day of December, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2028 (the "Maturity Date"), the Borrower still owes amount 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 JW Initials DW Initials Initials

Loan No.: 6163798769

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

Jerry Williams (Seal)  
Jerry Williams -Borrower

Dezifette L. Williams (Seal)  
Dezifette L. Williams -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

By: Mohamed Fofana  
Its: Vice President

Property of Cook County Clerk's Office

[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Illinois

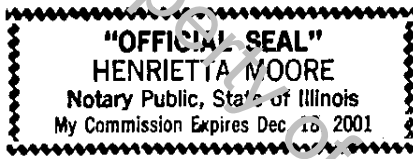
§  
§  
§

County of Cook

On this 17 day of Nov, 2001, before me, [name of notary], a Notary Public in and for said state, personally appeared Jerry Williams and Dezinette L. Williams

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Henrietta Moore

Notary Public, State of Ill

My Commission Expires: 12/18/2001

LENDER ACKNOWLEDGMENT

State of Illinois

§  
§  
§

County of Lake

On this 29th day of November, 2001, before me, Melba J. Kerpan [name of notary], a Notary Public in and for said state, personally appeared 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, [name of entity]

known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Melba J. Kerpan

Notary Public, State of Illinois

My Commission Expires: 01-24-04

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
JAN 20 2024 10 10 AM  
CHICAGO, ILL 60601

Loan No.: 6163798769

~~Exhibit~~

**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 deemed 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 Veterans 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.

Dated effective this 17 day of Nov., 2001

Jerry Williams (Seal)  
Jerry Williams -Borrower

Dezinette L. Williams (Seal)  
Dezinette L. Williams -Borrower

\_\_\_\_ (Seal)  
-Borrower

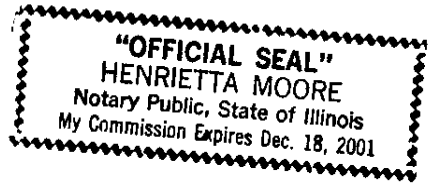
\_\_\_\_ (Seal)  
-Borrower

State of Ill §  
County of Cook §

The foregoing instrument was acknowledged before me on  
by Jerry Williams and Dezinette L. Williams

17 . Nov. 2001 [date],  
[name of person acknowledged].

(Seal)



Henrietta Moore

Notary Public, State of Ill

My Commission Expires: 12/18/2001

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Property of Cook County Clerk's Office

Loan No.: 6163798769

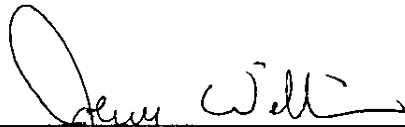
Exhibit

**NOTICE OF NO ORAL AGREEMENTS**


**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED 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 this 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 accommodation.

  
\_\_\_\_\_  
Jerry Williams

-Borrower

  
\_\_\_\_\_  
Dezlette L. Williams

-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower