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25/7/0151 48 001 Page 1 of 6
2002-03-18 12:44:28
Cook County Recorder 31.50



0020303830

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: 867561
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.: 6163717439

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)



This Loan Modification Agreement ("Agreement"), made this 5th day of December, 2001, between Kyle Simpson, single ("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 April 16, 1997 and recorded in Book/Liber N/A, Page N/A, Instrument No. 97283593, 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. \$ 149,387.00, 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 3535 Ithaca Road, Olympia Fields, Illinois 60461

[Property Address]

Initials RS Initials _____ Initials _____

Handwritten notes: 4-7, P-6, M-7, JHC

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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 OLYMPIA FIELDS, AND DESCRIBED AS FOLLOWS:

LOT 8 IN BLOCK 1 IN A.G. BRIGGS AND SON'S ARCADIA, BEING A SUBDIVISION IN SECTION 14, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 16821660.

TAX ID NO.: 31-14-302-008

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 December 1st, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 153,867.85, 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 December 1st, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,118.20, beginning on the 1st day of January, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. 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 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 _____ Initials _____ Initials _____

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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.

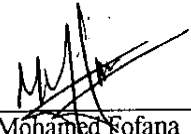
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will 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)
Kyle Simpson -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

By: 
Mohamed Fofana

____ (Seal)
____ -Borrower

Its: Vice President

[See Attached Acknowledgment(s)]

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BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

On this 12-17-01 day of _____, before me,
[name of notary], a Notary Public in and for said state,
personally appeared Kyle Simpson

[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)

Cecilia M. Pelke

Notary Public, State of Illinois

My Commission Expires: July 5, 2005



LENDER ACKNOWLEDGMENT

State of Illinois §
County of Lake §

On this 22nd day of January, 2002, before me,
MARY A. COELHO [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)



Mary A. Coelho

Notary Public, State of Illinois

My Commission Expires: 9/30/04

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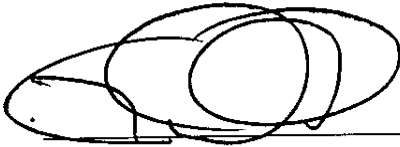
EXHIBIT

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 these 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.



Kyle Simpson

-Borrower

-Borrower

-Borrower

-Borrower

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