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Cook County Recorder 27.50

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE**



RECASTING AGREEMENT

FHA Case No. 729 131-6131520
After recorded return to:
First American Title Ins
Relocation Advantage
6600 France Ave, South #230
Edina, MN 55435 1001845
Date: April 3, 2002

Washington Mutual Loan No. 5258291086
Prepared by: Michelle Frayer/YA
Washington Mutual Bank, FA
75 N. Fairway Drive
Vernon Hills, IL 60061

Property Address: 8959 WEST GRAND AVE. RIVER GROVE IL 60171

This modification agreement, made this 3rd day of April, 2002 between Washington Mutual Bank, FA, herein referred to as Mortgagee, and Jerry S Murta and Bobbie J Murta, hereinafter referred to as Mortgagor(s).

Whereas the Borrowers are indebted to the Mortgagee in the sum of Eighty Five Thousand Four Hundred Seventy One Dollars and Seventy Four Cents (\$85,471.74) (hereinafter called "new principal amount"), consisting of Seventy Eight Thousand Eight Hundred Three Dollars and Thirty Nine Cents (\$78,803.39) unpaid principal amount and six Thousand Six Hundred Sixty Eight dollars and Thirty Five Cents (\$6,668.35) unpaid installments of back interest, ground rents, hazard insurance premiums, taxes, assessments and mortgage insurance premiums, the payment of which is secured by a note and security instrument owned and held by the Mortgagee, dated July 30, 1990, and recorded on August 2, 1990 as Document Number 90374331 in the office for recording of deeds in Cook County and State of Illinois. Parcel Number 12274040010000

See Exhibit "A" attached hereto and made a part hereof (Legal Description)

Whereas the parties mutually desire to modify the terms of payment of said indebtedness by changing the amount of monthly payments required on said note and security instrument;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed as follows:

The Borrower(s) agree to pay the "new Principal amount" with interest at the rate of 7.375% on the unpaid balance in monthly installments of Seven Hundred Nine Dollars and Sixty Four Cents (\$709.64) commencing the first day of may 2002, and on the first day of each month thereafter until the "new principal amount" and interest thereon are fully paid, except that final payment of the "new principal amount" and interest if not sooner paid, shall be due and payable on the first day of August 2020*.

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.



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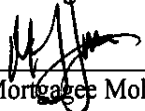
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It is mutually agreed that said security instrument still continue a first lien upon the premises and that neither the obligation evidencing the aforesaid indebtedness nor the security instrument security the same shall in any way be prejudiced by this agreement, but said obligation and security instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.


In the event the underlying debt has been discharged as a result of a bankruptcy proceeding, Lender hereby acknowledges that it's recourse for borrower's default is limited to the collateral described in the security instrument. Notwithstanding the above. Borrower hereby acknowledges Lender retains certain rights in the Security Instrument in the event there is a default under the terms of the Security Instrument. The parties acknowledge that the consideration for this agreement shall be the Lender's forbearance from exercising the aforesaid rights under the Security Instrument as long as the Borrower performs his/her obligations under this agreement.

IN WITNESS WHEREOF, the parties have signed, sealed, and delivered this agreement on the date above written.

Washington Mutual Bank, FA



Mortgagee Mohamed Fofana
Vice President,



JERRY S MURTAS (SEAL)
Borrower



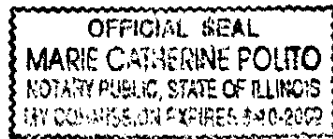
BOBBIE J MURTAS (SEAL)
Borrower


* This date cannot exceed by more than 10 years the maturity date of the original note.

STATE OF: ILLINOIS

COUNTY OF: COOK

Before me, personally appeared JERRY S. MURTAS + BOBBIE J. MURTAS, to me know to be the person(s) described in and who executed the foregoing instrument and acknowledged before that they executed the same. Witnessed my hand and seal this 6th day of APRIL, 2002.





NOTARY PUBLIC
COMMISSION EXPIRES:
06-10-02

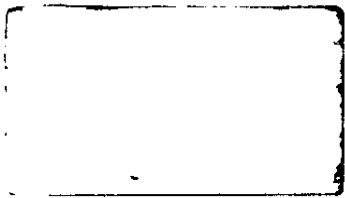
Property of Cook County Clerk's Office

EXHIBIT "A"

334

LOT 1 IN BLOCK 11 IN WALTER B. MC INTOSH AND COMPANY'S RIVER PARK ADDITION, BEING A SUBDIVISION OF PART OF THE FRACTIONAL SECTIONS 27 AND 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1925, AS DOCUMENT NUMBER 8,944,974, IN COOK COUNTY, ILLINOIS.

PIN: 12-27-404-001



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{Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction}

(STATE OF ILLINOIS)

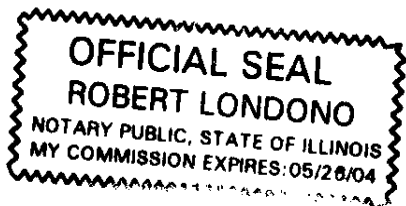
(COUNTY OF LAKE)

On April 15, 2002 before me, Robert Londono, a Notary Public in and for said County and State, on this day personally appeared Mohamed Fofana Vice President of Washington Mutual Bank, FA. Known to me to be the person, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument and such appearance before the undersigned in the City of Vernon Hills, County of Lake, State of Illinois

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of April, 2002

Robert Londono

Notary Public



SEAL

County Clerk's Office