2002-07-29 11:03:13

Cook County Recorder

31.50

After recording return to:

When Recorded Return To: First American Title Company 3355 Michelson Dr. Suite 250 Irvine, CA 92612

Attn: Ana Arellano

0020826472

pared by: David W. Joye

Order: 1021289

WAMU Mortgage Loan Number: 8019559304

FHA Case Number: 137-0516773-703

### FIXED RATE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), dated the 23rd day of May, 2002, effective the 1st day of June, 2002, between Monica L. Wright, a single person ("Borrower") and MERS, Inc., solely as nominee for lender, Washington Mutual Bank, FA, successor to Washington Mutual Home Loans, Inc., f/k/a Fleet Mortgage Corp., ("Lender"), by assignment from First Home Mortgage Corp., filed for record April 3, 2002 and recorded as Document No. 020378129 of Public Records, amends and supplements (1) the Note (the "Note") made by the Borrower, dated January 5, 2001, in the original principal sum of U.S. \$164,175.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on January 30, 2001 as Document No. 0010078372, of the Records of Cook County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at 9760 S. Winston Avenue, Chicago, Illinois 60643. That the real property is further described as:

#### See Schedule "A" attached hereto and made a part hereof

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions here... In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the note and security Instrument as follows:

- 1. The Borrower represents that the property is owner occupied and is the person or persons who executed the original instruments.
- 2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$14,295.45 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of June 1, 2002, the amount, including the amounts which have been added to the indebtedness,

BATCH —Lof 6 9-7- 6-5 Mg

Property of Cook County Clerk's Office

payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$177.760.28**.

- 3. 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 7.00%, beginning June 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,182.64 (not including escrow deposit), beginning on the 1st day of July, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2032 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments to Washington Mutual Bank, FA., P.O. Box 3147, Milwaukee, WI 53201-3147 or, at such other place designated by Lender.
- 4. If the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which shall be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.50% beginning on an Stoctive date stated in the notice which is at least 30 days after the date on which the notice is delivered or mailed to the Borrower. Unless the entire indebtedness is accelerated, as specificá in the Note, the Borrower shall pay such increased monthly payments of principal and interest, as adjusted for the increased rate of interest, as specified by the Lender. The Borrower acknowledges that this would constitute an increase in the rate of interest, compared to the rate of interest which would otherwise apply if the Borrower had not defaulted on this Modification.
- 5. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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.
- 6. Nothing in this Modification 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 Modification, the Note and Security Instrument v.iii remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

Date

Monica L. Wright.

Borrower

### (BORROWER'S ACKNOWLEDGMENT)

STATE OF Illino	is	)
COUNTY OF	Cook	)
person(s) whose name(s	in to me (or proved to me on the s) is/are subscribed to the with a same in his/her/their authorizement the person(s) or the enterest of the same in his/her/their authorizement the person(s) or the enterest of the same in	before me personally appeared Monica L. ne basis of satisfactory evidence), to be the in instrument and acknowledged to me that zed capacity(ies), and that by his/her/their ity upon behalf of which the person(s) acted,
WITNESS my hand and	official seal.	
MY COMMISSION EXP	IREO	NOTARY PUBLIC, STATE OF Minois
9-8-	04 6	PRINTED NAME OF NOTARY
,	04	
Loan Number: Name:	8019559304 Wright	on Agreement
Title of Document: Date of Document: Number of Pages:	Fixed Rate Loan Modificatio 05-23-02 5	n Agreement

Number of Pages:

20826472

Date: 5.3	0.02	WASHINGTON MUTUAL BANK, FALender					
	Ву:	Margaret M. Slattery, Vice President of Washington Mutual Bank, FA and Certifying Officer for MERS, Inc.					
, A	OO PX	Luky awar					
	0	Becky A. Weaver, Assistant Secretary					
	C/X						
(LENDER'S CORPORATE ACKNOWLEDGMENT)							
STATE OF	South Carolina	)					
COUNTY OF	Florence						
BEFORE ME, on t	his day personally app	peared Margaret M. Slattery and Becky A. Weaver, known to					
me to be officers of	f said corporation, dul	y authorized to commit this transaction, DEPOSES and SWEARS					
on this, the 30	May of MA	that the foregoing instrument was					
executed for the p	urposes and considera	ation expressed herein.					
MY COMMISSION	I EXPIRES:	NOTARY PUBLIC STATE OF South Carolina					
My Commission Expires October 14, 2009		David W. Joye					
		PRINTED NAME OF NOTARY					
Loan Number: Name: Title of Document	8019559304 Wright : Fixed Rate Loa	on Modification Agreement					
Date of Documen Number of Pages							

## **SCHEDULE "A"**

LOT 38 (EXCEPT THE NORTHERLY 35 FEET THEREOF) ALSO THE NORTHERLY 25 FEET OF LOT 39, ALSO LOT 64 (EXCEPT THE NORTHERLY 35 FEET AND EXCEPT THE WESTERLY 148 FEET) ALSO THE NORTHERLY 25 FEET OF LOT 63 (EXCEPT THE WESTERLY 148 FEET THEREOF) ALL IN BLOCK 4 IN BILLIARD AND DOBBINS FIRST ADDITION TO WASHINGTON HEIGHTS IN THE NORTH WEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ASSESSOR'S PARCEL NUMBER: 25-08-101-157

PARCEL.

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COOK
COUNTY CIENTS OFFICE

STATE OF	Illinois	Effective Date:	06-01-02				
COUNTY OF	Cook	Borrower(s):	Monica L. Wright				
l oan Ne		Property Address:	9760 S Winson Ave				
Loan No	8019559304		Chicago IL 60643				
COMPLIANCE AGREEMENT							
The undersigned Borrower(s), in consideration of the Loan Modification offered by Washington Mutual Bank, FA., its successors and/or assigns ("Lender") in the amount of \$177,760.28, modifying the original Promissory Note secured by a Deed of Trust/Mortgage dated 01-05-01 agrees to fully cooperate with any reasonable requests made by Lender, or its agent, to correct typographical errors in the Loan Modification Agreement enabling Lenuer or sell, convey, guarantee or obtain insurance for any investor or institution, including but not limited to, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Indeme Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, to ensure enforceability of the modified loan agriement. These requests may include, but are not limited to, all changes, corrections, re-execution or modification of any document related to such loan, as may be required.  The undersigned will comply with all requests within him (30) days from the date they are made by Lender or its agent. If Borrower(s) fails to meet its obligations, Borrower(s) acknowledge liability for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing expenses incurred by Lender to enforce its rights under the Loan Modification Agreement.  Witness my hand and official seal.  Notary Public My commission expires:							
	Settlement/Quality 2210 Enterprise Dr Florence, SC 2950	ive. SC/FL/2577	OFFICIAL SEAL				

THOMAS JOSEPH SCANNELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-4-2004

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