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0021001528

1652/0059 33 001 Page 1 of 8
2002-09-12 09:56:47
Cook County Recorder 38.50

~~After Recording Return To:~~
Washington Mutual Bank, FA
Prepared by: Rebecca Grizzell
Homeowner's Assistance
Mail Stop: N 01 02 01
9451 Corbin Avenue
Northridge, CA 91324



0021001528

Return to:
RETURN TO:
Wheatland Title
39 Mill Street
Montgomery, IL 60538
27H0200 2088

FOR RECORDING USE ONLY

MODIFICATION AGREEMENT

Loan #: 0029285848
Date: June 12, 2002

THIS MODIFICATION AGREEMENT is entered into on June 12, 2002, by and between Victor Ramirez and Vilma Ramirez, (hereinafter "Borrowers") and Washington Mutual Bank, FA, (hereinafter "Lender") with reference to the following facts:

1. Borrower has executed a Promissory Note (the "Note") in favor of Lender in the original principal amount of \$133,000.00, dated May 26, 1999, which, together with any additional advances, is secured by a Deed of Trust (the "Security Instrument") of even date, recorded May 28, 1999, as Instrument Number 99517657, in the Official Records of Cook County, Illinois, (the "Loan").
2. There is now owing under the Note the principal sum of \$129,923.69, with interest owing from September 1, 2001 and other charges.
3. Borrower has requested Lender provide certain financial relief in connection with the Loan.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective June 1, 2002, the principal balance shall be increased by Seven Thousand Five Hundred Twenty Eight and 88/100 Dollars (\$7,528.88), which represents interest owing from November 1, 2001, through and including May 31, 2002, in the amount of \$6,370.07; late charges owing in the amount of \$575.37; title fees in the amount of \$350.00; non-sufficient fund fees in the amount of \$45.00; property inspection fees in the amount of \$30.40, automated payment service fees in the amount of \$44.00; and modification fees in the amount of \$114.04.
2. Effective June 1, 2002, the modified principal balance will be One Hundred Thirty Seven Thousand Four Hundred Fifty Two and 57/100 Dollars (\$137,452.57), with interest owing from June 1, 2002.

Initial:

VR VR

JC (WMB)

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Modification Agreement: 0029285848/Ramirez
June 12, 2002
Page 2

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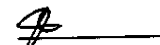
3. Effective June 1, 2002, the Loan will be reamortized using the modified principal balance of \$137,452.57, the initial interest rate of 6.405% and the remaining term of 324 months. The initial principal and interest payment, due July 1, 2002 will be \$892.76, plus an initial monthly impound payment of \$241.86, plus a monthly homeowner's insurance payment in the amount of \$38.17, plus a monthly mortgage insurance payment of \$70.93, for a total initial monthly installment of \$1,243.72. The next scheduled payment adjustment will be effective with the July 1, 2003 installment. Interest will continue to accrue on the unpaid principal balance due on the Note at the interest rate specified in this paragraph until the next Interest Rate Adjustment Date (as defined in the Note), at which time, and on each Interest Rate Adjustment Date thereafter, the interest rate shall be adjusted according to the terms of the Note. Borrower's new monthly payment specified in this paragraph also shall be adjusted periodically in accordance with the provisions of the Note, at the times provided for in the Note.
4. The Security Instrument that secures the Loan is hereby amended by adding a new Paragraph 25 thereto, which reads in full as follows:

(25) Future Advances. It is further covenanted and agreed by the parties hereto that this Security Instrument also secures the payment of and includes all future or further advances as may be made by the Lender to and for the benefit of the Borrower, its heirs, personal representatives or assigns for any purpose within twenty (20) years from the date of this Security Instrument, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Security Instrument may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal balance sum of two times the amount of the Note, plus interest thereon and any and all disbursements made for the payment of taxes, levies, assessments, or insurance on the property covered by the lien of this Security Instrument, with interest on such disbursements at the rates specified in the Note referred to in this Security Instrument. Such further or future advances shall be wholly optional with the Lender and the same shall bear interest at the same rate as specified in the Note referred to herein, unless and until said interest rate shall be modified by subsequent agreement. Any such future or further advances which may be made by the Lender to and for the benefit of the Borrower, its heirs, personal representatives or assigns, in accordance with this Paragraph shall be secured by this Security Instrument to the same extent as if such future or further advances were made on the date of the Security Instrument, irrespective of whether the Note and Security Instrument are in default or whether the Note is past maturity and is due and payable in its entirety.

Initial:


VR


VR


JC (WMB)

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Modification Agreement: 0029285848/Ramirez
June 12, 2002
Page 3

5. Borrower warrants and represents to Lender that since the recording of the Security Instrument nothing has occurred that would create a charge, lien or encumbrance affecting the Property that would be superior to, or have priority over, the lien of the Security Instrument, or otherwise adversely affect the security for the Note, as modified by this Agreement, other than the lien for taxes, if any, for taxes paid by such advance. If Lender elects to obtain an endorsement to the title insurance policy that presently insures, among other things, the priority of the lien created by the Security Instrument, or a Mortgage Priority Guarantee or similar instrument, in any such case to insure the continued priority of the lien created by the Security Instrument, this Agreement shall not become effective until such instrument has been obtained and the cost thereof has been paid to Lender by Borrower.

6. Except as expressly adjusted by this Agreement, all of the terms, covenants, conditions and agreements in the Note and Security Instrument remain unmodified and in full force and effect. If there is any conflict between the terms of this Agreement and the terms of the Note, Security Instrument or any other document or instrument evidencing or securing the Loan, the terms of this Agreement shall prevail. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payment of the Note, as modified by this Agreement. Both Borrower and Lender acknowledge and agree that there are no agreements or understandings between them, except those that are reflected in this Agreement and in the documents pertaining to the Loan.

This Agreement does not constitute a novation or release of any persons heretofore or hereafter liable to Lender in connection with the Loan. The terms of this Agreement may constitute a forgiveness of debt for the referenced Borrower. A tax accountant or attorney should be consulted to determine any tax reporting consequences.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

** ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC **

BORROWER:

Victor Ramirez 6/24/02
Victor Ramirez date

Vilma Ramirez 6-24-02
Vilma Ramirez date

LENDER: Washington Mutual Bank, FA,

Jeanne Cooper 6/28/02
By: Jeanne Cooper date
Vice President

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992) SCHEDULE A (CONTINUED)

0021001528

ORDER NO.: ST5008632

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARALLEL LINE 1:

THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS: BEGINNING ON A LINE 50 FEET SOUTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, AND AT A POINT ON SAID LINE 194.26 FEET (AS MEASURED ALONG SAID PARALLEL LINE) EAST OF A LINE 50 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD, THENCE SOUTH ALONG A LINE MAKING A RIGHT ANGLE WITH THE LAST DESCRIBED LINE OF 80 DEGREES, 58 FEET, 15 INCHES AS MEASURED FROM WEST TO SOUTH A DISTANCE OF 151.42 FEET THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 74.53 FEET TO A LINE 183 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOTS 1 THROUGH 8 IN GLENVIEW REALTY'S COMPANY CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 SAID SECTION 11, THENCE NORTH PARALLEL WITH SAID LOTS 1 THROUGH 8, A DISTANCE OF 151.42 FEET IN A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, THENCE WEST 74.78 FEET TO THE POINT OF BEGINNING (EXCEPT THE SOUTH 89.18 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 555 GLENSHIRE ROAD, GLENVIEW, ILLINOIS.

PARALLEL LINE 2:

PARKING AREA: THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT OF SAID SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1912 AS DOCUMENT NUMBER 6022131, DESCRIBED AS FOLLOWS: BEGINNING ON A LINE 40 FEET SOUTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, AND AT A POINT ON SAID LINE 159.76 FEET (AS MEASURED ALONG SAID PARALLEL LINE) EAST OF A LINE 50 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD, THENCE SOUTH ALONG A LINE MAKING AN ANGLE WITH THE LAST DESCRIBED LINE AT 80 DEGREES, 58 FEET, 15 INCHES AS MEASURED FROM WEST TO SOUTH, A DISTANCE OF 61.70 FEET THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 15 DEGREES (AS MEASURED FROM NORTH TO EAST) WITH THE LAST DESCRIBED LINE, A DISTANCE OF 48.70 FEET THENCE NORTH ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF SAID PARALLEL LINE A DISTANCE OF 27.22 FEET TO A LINE 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 11 THENCE WEST 34.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARALLEL LINE 3:

EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "I" THERETO ATTACHED DATED DECEMBER 4, 1960 AND RECORDED DECEMBER 10, 1960 AS DOCUMENT NUMBER 10043392 MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 22, 1957 AND KNOWN AS TRUST NUMBER 39470 & ATU MAY 12, 1960 AND KNOWN AS TRUST NUMBER 42231, AND AS CREATED BY THE MORTGAGE FROM SUNSET MANOR EXECUTIVE HOMES, INC., A CORPORATION OF ILLINOIS TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, DATED FEBRUARY 16, 1961 AND RECORDED FEBRUARY 20, 1961 AS DOCUMENT NUMBER 10089873

(SEE ATTACHED)

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

0021001528

ORDER NO.: ST5008632

A. FOR THE BENEFIT OF PARALLEL LINE 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS THE AREAS ENCLOSED BY BROKEN LINES OR A COMBINATION OF BROKEN LINES OR SOLID LINES NECESSARY FOR NORMAL REASONABLE USE, AS SHOWN ON THE PLAT OF SURVEY, RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 10043592 AND IDENTIFIED AS EXHIBIT "I" (EXCEPT THAT PART THEREOF FALLING IN PARALLEL LINE 1 AFORESAID).

B. FOR THE BENEFIT OF PARALLEL LINE 1 AFORESAID FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSES OVER AND ACROSS ALL PARKING PLACES AND ALSO THOSE AREAS LABELED GLENDALE ROAD, NECESSARY FOR NORMAL AND REASONABLE USE, AS SHOWN ON PLAT OF SURVEY RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 10043572 AND IDENTIFIED AS EXHIBIT "I" (EXCEPT THAT PART THEREOF FALLING IN PARALLEL LINE 2 AFORESAID).

ALL OF THE ABOVE FALLS IN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131, DESCRIBED AS FOLLOWS: BEGINNING ON A LINE 50.0 FEET SOUTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 AND AT A POINT OF SAID LINE 159.76 FEET (AS MEASURED ALONG SAID PARALLEL LINE) EAST OF A LINE 50.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLED TO) AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD THENCE SOUTH ALONG A LINE MAKING AN ANGLE WITH THE LAST DESCRIBED LINE OF 80 DEGREES, 58 MINUTES, 15 SECONDS, MEASURED FROM WEST TO SOUTH A DISTANCE OF 265.0 FEET THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 260.0 FEET MORE OR LESS TO A LINE (HEREINAFTER CALLED THE EASTERLY LINE OF GREENWOOD ROAD) 50.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF GREENWOOD ROAD (SAID EASTERLY LINE AT THIS POINT BEING A CURVED LINE CONCAVING EASTERLY AND HAVING A RADIUS OF 4333.75 FEET) A DISTANCE OF 234.00 FEET CHORD MEASURE IN A POINT, THENCE EASTERLY ALONG A CURVED LINE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1740.0 FEET A DISTANCE OF 160.0 FEET CHORD MEASURE TO A POINT OF REVERSE CURVE (THE TANGENT TO SAID LAST DESCRIBED CURVED LINE BEING AT RIGHT ANGLES TO ALINE TANGENT IN THE EASTERLY LINE OF GREENWOOD ROAD THROUGH LAST DESCRIBED POINT ON SAID EASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 951.90 FEET AND CONCAVE NORTHERLY A DISTANCE OF 341.76 FEET CHORD MEASURE TO A LINE 126.0 FEET (AS MEASURED ALONG THE NORTH LINE OF SAID SECTION 11) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2, THENCE NORTH ALONG SAID LAST DESCRIBED LINE PARALLEL 597.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE 292.48 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

*cka 555 Glenshire
Glenview IL 60025*

PSN 09-11-101-039-0000

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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ALL-PURPOSE ACKNOWLEDGMENT

State of Illinois

County of Cook

} ss.

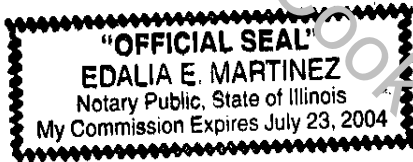
0021001528

On June 26, 2002, before me, Edalia E. Martinez
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mr. Victor Ramirez & Vilma J. Ramirez
Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Edalia E. Martinez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

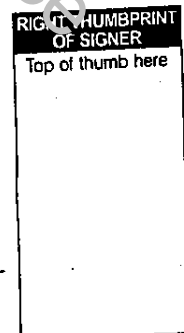
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____



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0021001528

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

} ss.

On 8-19-02
Date

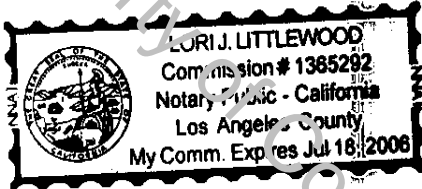
before me, Lori J. Littlewood - Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Jeanne Cooper
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lori J. Littlewood
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: med #0029285848

Document Date: 6-12-02 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE
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APR 19 1998

Mail to:
KINGS TITLE & CLOSING SERVICES
1111 BROAD STREET
NEW CASTLE, IN 47362
PH: (765) 593-2167

Attn: Pam

2002-90FIL