## UNOFFICIAL (

2002-10-23 14:29:29

Cook County Recorder

30.00

Prepared By: Joan Mennemeyer

Mail To:

Attn: Investor Delivery/Mod Unit Washington Mutual Bank, FA. 75 N. Fairway Drive Vernon Hills, IL 60061

00-47-004908

(Space Above This Line For Recording Data)

#### **Modification of Mortgage**

THIS AGREEMENT nade this 30th day of July, 2002 by and between Richard M Horris, as a married male, as individual, (herein after called the Mortgagors, whether one or more) and Washington Mutual Bank, FA. (hereinafter "Lender").

#### WITNESSETH:

WHEREAS, Borrowers executed a Fixed/Adjustable Rate Note and Mortgage and Rider, dated August 7, 2001 describing property in Cook County, State of Illinois, as follows: with property see legal attached address of 643 Wrightwood Chicago IL 60614 PAN 4-28-313-016

for the purpose of securing an indebtedness of \$745,000 00 to the lender, which Mortgage was recorded on September 5, 2001 as Document No0010822587 of the Official Records in the Office of the county Recorder of Cook County, State of Illinois and

WHEREAS, the Parties hereto desire, and hereby agree, to modify said Mortgage Rider so as to accurately set forth the correct First Interest Rate change date and Innits on interest rate changes.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the parties hereto do hereby amend and modify said Mortgage Rider, by deleting therefrom Section:

4A: First interest rate change date Blank

4D: The interest rate I am required to pay at the first change date will not be greater man 7. 500% or less than 7. 500%. Thereafter, my adjustable interest rate will never be increased or decreased on any single change date by more than two percentage points from the rate of interes. Thave been paying for the preceding 12 months. My interest rate will never be greater than 12.500%.

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# UNOFFICIAL COPY Schedule A

Policy No .:

50329497

Date of Policy: September 5, 2001

Amount of Insurance: \$745,000.00

1. Name of Insured:

WASHINGTON MUTUAL BANK, FA, ITS SUCCESSORS AND/OR ASSIGNS

2. The estate or interest in the land described or referred to in this Schedule and which is encumbered by the insured mortgage is a fee simple (if other, specify same) and is, at the effective date hereof vested in:

RICHARD M. HARPIS

3. The Mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any are described as follows:

Mortgage dated August 7, 2001, and recorded September 5, 2001, as Document No. 0010822587, executed by RICHARD M. HARRIS, AS A MARRIED MALE, AS INDIVIDUAL and given to WASHINGTON MUTUAL BANK, FA to secure a note in the amount of \$745,000.00 and such other sums as provided therein.

4. The land referred to in this policy is described as follows:

LOT 1 IN THE SUBDIVISION OF LOT 3 IN GEO. S. PEIPER'S SUB OF LOT 12 IN COUNTY CLERK'S DIV. OF OUTLOT D IN WRIGHTWOOD A SUB OF THE S.W. 1/4 OF SEC. 28-40-14.

PERMANENT INDEX NUMBER: 14-28-313-016

ISSUED BY:

Daniel A. Marsh, Jr. 135 S. Lasalle, #4102 Chicago, Illinois 60603 312-782-1403

Member No.

875

OMC 10238938

SIGNATURE OF ATTORNEY

0021168284 <sub>Page</sub>

and by substituting in place thereof the fallowing purigraph(s), originally intended to be set forth therein 4A: First Interest Rate Change Date of August 1, 2006

4D: The interest rate I am required to pay at the first change date will not be greater than 12.500% or less than 2.750%. Thereafter, my adjustable interest rate will never be increased or decreased on any single change date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.500%.

It is further agreed by and between the parties hereto that this agreement is limited to the specific terms provided herein, and that in all other respects not inconsistent herewith, the terms of said Mortgage shall remain in full force and effect, and be binding hereon.

shall remain in full force and effect, and be binding he	ereon.
This agreement shall inure to and bind the heirs, devis	ses, successors and assigns of the parties hereto.
IN WITNESS WHEREOF, the parties hereto have exewritten.	ecuted this agreement the day and year first above
Borrower	Richard Wilarri Borrower
Washington Mutual Bank, FA.	Washington Mutual Bank, FA.
	75 N Fairway Dr.
	Vernon Hills, IL 60061
	Attn: Joan Mennemeyer
by: Sara McGartland Assistant Vice President	
(Space Below This Line For A cknowledgment	
State of	2
County of Cook	
I, Lale Javes, a Notary Public in and for said county and state, do hereby certify that Richard M Harris, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.	
Given under my hand and official seal, this	15 day of de , 5002
My Commission expires:	Jul Stud
**************************************	Notary Public

"OFFICIAL SEAL"
LEAH E. STEWART
Notary Public, State of Illinois
My Commission Expires 10/25/03

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### **UNOFFICIAL COPY**

STATE OF L'UNOIS

County of Lake

On this 20th day of August, 2002

Before me, the undersigned Notary Public in and for this County and State, personally appeared Sara McGartland, who acknowledged to be the Assistant Vice President of Washington Bank, FA. and stated that as such officer being authorized 30 to do, and executed the foregoing instrument for the purposes therein contained, for and on behalf of the Corporation.

In witness whereof I have set my hand and official seal.

OFFICIAL SEAL E FAYE MOROZ

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:04/1)8/04 Notary

(Seal)