

UNOFFICIAL COPY

0030163848

4968/0276 51 001 Page 1 of 4
2003-02-03 16:01:03
Cook County Recorder 54.50

When Recorded Mail to:
First American Title
3355 Michelson Dr., Ste. 250
Irvine, CA 92612
Attn: Loan Mod Dept.



PREPARED BY:
MOSS, CODILIS ET AL
6560 Greenwood Plaza Blvd., Ste. 550
Englewood, CO 80111

Loan No. 8015599197 SPACE ABOVE THIS LINE FOR RECORDER'S USE

1235062

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 22nd day of November, 2002, between **Gail B. Nichols-Marshall**, ("Borrower(s)"), and **MERS, Inc.**, solely as nominee for lender **Washington Mutual Bank, FA, f/k/a Fleet Mortgage Corp, f/k/a Fleet Real Estate Funding Corp**, ("Lender") current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated **January 4, 2001**, made in the amount of **\$78,764.00**, and (2) the Security Instrument dated **January 4, 2001**, and recorded **January 11, 2001**, as **Document No. 0010029449**, in the official records of **Cook County** which covers the real property described in said Security Instrument, located at: **14309 South Woodlawn Avenue, Dolton, Illinois 60419** ("Property"), and more particularly described as:

*LOT 30 (EXCEPT THE SOUTH 10 FEET THEREOF) AND ALL OF LOT 31 IN BLOCK 13 IN CALUMET PARK THIRD ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1925 AS DOCUMENT NO. 8999101, IN COOK COUNTY, ILLINOIS.
TAX ID/PARCEL NUMBER: 29023320320000*

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 1, 2002**, the amount payable under the Note and the Security Instrument is **\$78,129.80** ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and 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 interest, costs and expenses in the total amount of **\$7,581.30** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **360** months. When payments resume on **January 1, 2003**, the New Unpaid Principal Balance will be **\$85,711.10**.

S-N
P-Y
M-Y

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 6.250% from December 1, 2002, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$527.74 beginning January 1, 2003, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on December 1, 2032, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Washington Mutual Bank, FA, 2210 Enterprise Drive, SC/FL/2577, Florence, SC 29501 or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly 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 of the instruments, as amended by this Agreement.

BORROWER(S):

Date: 12/3/02

Gail B. Nichols-Marshall
Gail B. Nichols-Marshall

Debra Frazier
Witness Signature
Debra Frazier
Print Name

Claudia Cahue
Witness Signature
Claudia Cahue
Print Name

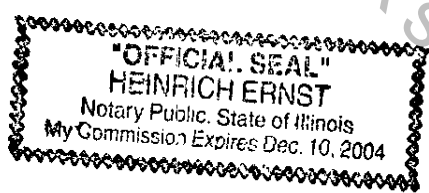
STATE OF Illinois)
COUNTY OF Cook)

On Dec. 3 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Gail B. Nichols-Marshall, [] personally known to me - OR - ~~proved~~ approved 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.

[Signature]
Signature of Notary

Heinrich Ernst
Printed Name



My commission expires: Dec. 10, 2004

LENDER:

Date: 12-12-02

MERS, Inc., solely as nominee for lender Washington Mutual Bank, FA, f/k/a Fleet Mortgage Corp, f/k/a Fleet Real Estate Funding Corp, current holder of the Note and Security Instrument

BY: Margaret M Slattery

Margaret M. Slattery, Certifying Officer for MERS, Inc.

Becky A Weaver

Becky A. Weaver, Assistant Secretary

Paul Ingram

Witness Signature

PAUL INGRAM

Print Name

Martha Kieper

Witness Signature

Martha Kieper

Print Name

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

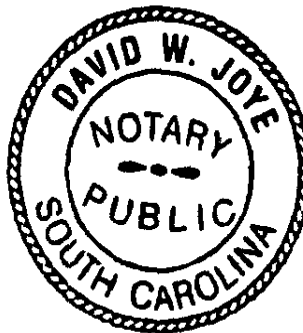
On 12-12-02, before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret M. Slattery and Becky A. Weaver [] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument 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.

David W. Joye
Signature of Notary

David W. Joye

Printed Name



My Commission Expires

October 14, 2009

My commission expires:

[Handwritten marks]

UNOFFICIAL COPY

Property of Cook County Clerk's Office



David W. Joyce

My Commission Expires
October 14, 2008