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2003-02-11 09:48:43

Cook County Recorder 32.50



0030203948

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



After Recording, Return To:  
First American Loss Mitigation Services, Inc.  
[Company Name]  
Attn: Cynthia Sullivan  
[Name of Natural Person]  
4 Harvard Circle, Suite 700  
[Street Address]  
West Palm Beach, Florida 33409  
[City, State, Zip]

Prepared By:  
RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

[Space Above This Line For Recording Data]

Loan No.: 6163321380

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**LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of November, 2002, between Levid Vega and Lisa M. Vega

("Borrower/Grantor")

and Washington Mutual Bank, F.A., successor by merger to Bank United

("Lender/Grantee"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 23rd, 1999 and recorded in Book/Liber N/A, Page N/A, Instrument No. 99415477, of the Official Records of Cook County, Illinois

[Name of Records] [County and State, or other Jurisdiction]

and (2) the Note in the original principal sum of U.S. \$ 125,818.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 273 East Lyndale Avenue, Northlake, Illinois 60164

[Property Address]

Initials Initials Initials Initials

Handwritten initials/signature

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Loan No.: 6163321380

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 November 1st, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 131,325.03, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 6.125%, from November 1st, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 797.95, beginning on the 1st day of December, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1st, 2032 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Washington Mutual Bank, F.A., 2210 Enterprise Drive, Florence, South Carolina 29501 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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; however, the following terms and provisions are forever canceled, null and void, as of the specified date in Paragraph No. 1 above.

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

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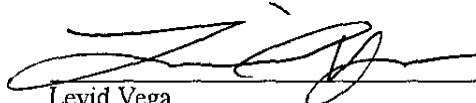
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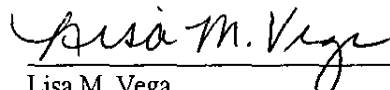
Loan No.: 6163321380

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

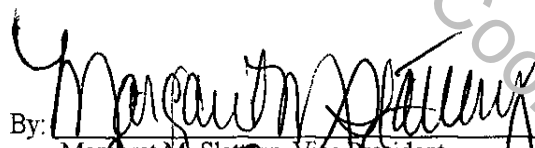
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Washington Mutual Bank, F.A., successor (Seal)  
by merger to Bank United -Lender

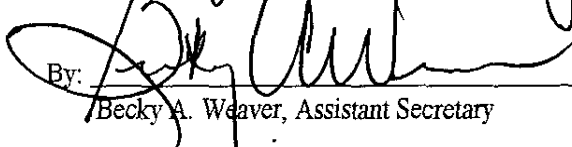
 (Seal)  
Levid Vega -Borrower

 (Seal)  
Lisa M. Vega -Borrower

\_\_\_\_ (Seal)  
-Borrower

By:   
Margaret M. Slattery, Vice President

\_\_\_\_ (Seal)  
-Borrower

By:   
Becky A. Weaver, Assistant Secretary

[See Attached Acknowledgment(s)]

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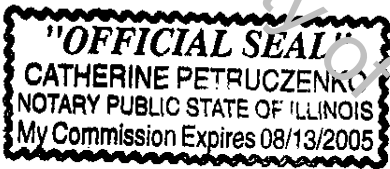
## BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 16 day of OCTOBER, 2002, before me, [name of notary], a Notary Public in and for said state, personally appeared Levid Vega and Lisa M. Vega

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



*Catherine Petruczenko*

CATHERINE PETRUCZENKO

Type or Print Name of Notary

Notary Public, State of ILLINOIS

My Commission Expires: 8-13-2005

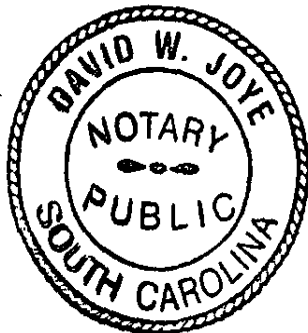
## LENDER ACKNOWLEDGMENT

State of South Carolina §  
County of Florence §

Before me, on this day personally appeared Margaret M. Slattery and Becky A. Weaver, known to me to be the officers of said corporation, duly authorized to commit this transaction, DEPOSES and SWEARS on this, the 28th day of October, 2002, that the foregoing instrument was executed for the purposes and consideration expressed herein.

My Commission Expires:

My Commission Expires October 14, 2009



*David W. Joye*  
Notary Public, State of South Carolina

David W. Joye

Printed Name of Notary

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Loan No.: 6163321380

## EXHIBIT "A"

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF NORTHLAKE, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS TO WIT: LOT 8 IN BLOCK 7 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NO. 11, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM LAND IN THE SOUTHWEST CORNER OF SAID 1/4; 1/4 SECTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT IN THE CENTER OF INTERSECTION OF LYNDAL AVE. AND ROY AVE. EXTENDED; THENCE ALONG SOUTH 557.15 FEET ALONG THE CENTER LINE OF ROY AVE. AND THENCE EAST 549.10 FEET ALONG SOUTH LINE OF NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 557.15 FEET PARALLEL TO THE CENTER LINE OF ROY AVE., THENCE WEST 549.10 FEET PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

A. P. NO.: 12-32-124-008-000

Property of Cook County Clerk's Office

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