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0030442258

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2003-04-02 10:23:36

Cook County Recorder

58.50

WHEN RECORDED MAIL TO:

WASHINGTON MUTUAL BANK, FA

540 EAST MAIN ST STB2EXR

STOCKTON, CA 95290



0030442258

LOAN NUMBER: 0099916918

Prepared By: Debbie Pierce

Space above this line
for Recorder's use only

MODIFICATION OF MORTGAGE AND/OR NOTE

THIS AGREEMENT is made this 16th day of December 2002, by and between I Debra R. Porter a unmarried woman, hereinafter called Trustor or Borrower, and Washington Mutual Bank, FA, a federal association, hereinafter called Beneficiary or Lender.

RECITALS

A. On July 30, 2002, Trustor did make, execute and deliver to Washington Mutual Bank, that certain Mortgage with an Adjustable Rate Rider in favor of Washington Mutual Bank, FA, recorded August 29, 2002, as Instrument No. 0020932393 in Official Records in the Office of the County Recorder of Cook County, State of Illinois, securing an Adjustable Rate Note in favor of Beneficiary and covering the following described real property:

SEE ATTACHED LEGAL DESCRIPTION

14-28-110-017-1024 ✓

COMMONLY KNOWN AS: 743 W WELLINGTON #3, CHICAGO IL 60657

B. Borrower executed the Note dated July 30, 2002, Loan Number 0099916918 in the original principal amount of \$187,100.00 with a current balance of \$186,275.19 as of December 16, 2002.

C. The Note and/or the Mortgage require one or more changes and/or corrections, and the parties hereto desire to modify said Note and/or Mortgage. Borrower has initialed the necessary changes below.

MODIFICATION

NOW THEREFORE, Borrower and Lender hereby covenant and agree that the Note together with any Addenda thereto and/or the Mortgage together with any Riders thereto shall be modified as follows:

14-28-110-017-1024

Lawyers Title Insurance Corporation

ME 020603

55P

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Loan #0099916918

LEGAL DESCRIPTION

Unit No. 743 Wellington -3 and Unit P-6 in Wellington Terrace Condominium, together with its undivided percentage interest in the common elements, as defined and delineated in the Declaration of Condominium recorded as Document Number 93513491, as amended from time to time, in the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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LOAN # 0099916918

- dlp
initials
1. The first payment date of the Note is erroneously set forth as **October 1, 2002** and is hereby modified to correctly reflect a first payment date of **September 1, 2002**
- dlp
initials
2. The maturity date of the Note and Mortgage is erroneously set forth as **September 1, 2032**, and is hereby modified to correctly reflect a maturity date of **August 1, 2032**.
- N/A
initials
3. The interest rate first set forth in the Note and recited in the Adjustable Rate Rider to the Mortgage is hereby modified to reflect interest rate as n/a% subject to change in accordance with Section 4 of the Note.
- N/A
initials
4. The Change Date first set forth in section 4(A) of the Note and recited in the Adjustable Rate Rider to the Mortgage is erroneously set forth as n/a, n/a, and is hereby modified to correctly reflect the first Change Date as n/a, n/a.
- N/A
initials
5. The First Interest Rate change as set forth in section 4(D) of the Note and recited in the Adjustable Rate Rider to the Mortgage is erroneously set forth as: will not be greater than n/a, or less than n/a, and is hereby modified to correctly reflect, will not be greater than n/a, or less than n/a.
- N/A
initials
6. The Interest Rate Limit set forth in section 4(D) of the Note and recited in the recited in the Adjustable Rate Rider to the Mortgage is erroneously set forth as n/a, and is hereby modified to correctly reflect the Interest Rate Limit as n/a.
- N/A
initials
7. The Payment Change Date first set forth in section 4(E) of the Note and recited in the Adjustable Rate Rider to the Mortgage is erroneously set forth as n/a, n/a, and is hereby modified to correctly reflect the first Payment Change Date as n/a, n/a.
- N/A
initials
8. The Balloon Rider (Conditional Right to Refinance) to the Mortgage erroneously sets forth the new Maturity Date under the New Loan, as defined therein, as n/a, n/a, and is hereby modified to correctly reflect the new Maturity Date of the New Loan as n/a, n/a.
- N/A
initials
9. Other: _____
10. Except as modified herein, all other terms and conditions of the Note and Adjustable Rate Rider shall remain unchanged and in full force and effect.
11. If action be instituted on said Note and/or Adjustable Rate Rider, Borrower promises to pay to Lender any expenses incurred, including, but not limited to, reasonable attorneys' fees and court costs.
12. This agreement shall be the joint and several obligation of each maker.

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LOAN #0099916918

13. In the event any provision of said Note or Mortgage is held to be invalid, this shall not invalidate any of the remaining provisions of the Note, Mortgage or Adjustable Rate Rider.
14. Borrower represents that the property described in said Mortgage is subject to no encumbrance subsequent to said Mortgage and that no person or entity, other than the undersigned, has any interest in the property.
15. Borrower and Lender agree that in all other respects not inconsistent herewith, the terms of said Mortgage together with any Riders thereto, which are incorporated herein by this reference, shall remain in full force and effect and be binding hereon.
16. Trustee is hereby authorized and directed to endorse a memorandum hereof upon said Mortgage and Note. This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

In witness whereof, the parties hereto have executed this agreement on the day and year first above written.

Trustor/Borrower



Debra R. Porter

Beneficiary/Lender

WASHINGTON MUTUAL BANK, FA

By: 

Name: Suzanne L. Breaker

Its: Assistant Vice President

By: 

Name: Viki Hall

Its: Assistant Secretary

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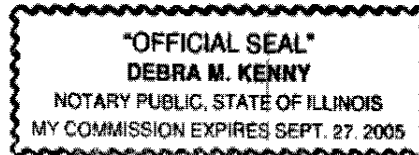
THE STATE OF ILLINOIS §
COUNTY OF COOK §

On 1-3-03 before me, DEBRA M. KENNY, Notary Public
(Notary Name and Title)

personally appeared DEBRA R. PORTER
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.

Signature [Handwritten Signature]



(Notarial Seal)

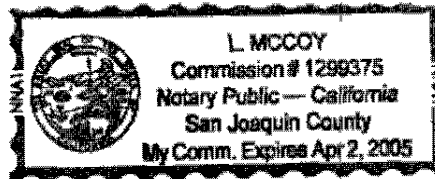
THE STATE OF CALIFORNIA §
COUNTY OF SAN JOAQUIN §

On December 19, 2002 before me, L. McCoy, Notary Public
(Notary Name and Title)

personally appeared Suzanne L. Breaker AVP and Viki Hall Assistant Secretary
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 on the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Notarial Seal)

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