

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 08/18/2003 03:12 PM Pg: 1 of 7

THIS SPACE FOR RECORDER-S USE ONLY

## FIXED RATE LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO.  
3355 MICHELSON WAY SUITE 250  
IRVINE, CA 92612  
Attention: JOANNE BUI

ORDER NUMBER: 1459591

STATE ILLINOIS  
COUNTY COOK



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

*Handwritten signature/initials*

**UNOFFICIAL COPY**

~~After recording return to:~~  
 First American Title  
 3 First American Way  
 Santa Ana, CA 92707  
 ATTN: Loan Modification Dept.

When Recorded Mail To:  
 First American Title Insurance  
 3355 Michelson Dr., 250  
 Irvine, Ca 92612  
 Attn: Recording Department

Prepared by: David W. Joye  
 Order: 1459591 *mpg*

WAMU Mortgage Loan Number: 8013504660

FHA Case Number: 131-9279683-703

**FIXED RATE LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Modification"), dated the 24TH day of APRIL, 2003, effective the 1st day of MAY, 2003, between JAMES SMITH AND SHANNE SMITH ("Borrower") and WASHINGTON MUTUAL BANK, FA, SUCCESSOR TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A FLEET MORTGAGE CORP., ("Lender"), by assignment from MCA MORTGAGE CORP., filed for record DECEMBER 9, 1999 and recorded as ASSIGNMENT BOOK 09150922 of Public Records, amends and supplements (1) the Note (the "Note") made by the Borrower, dated MAY 21, 1998, in the original principal sum of U.S. \$130,050.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on JULY 24, 1998 as BOOK NO. 98647476, of the Records of COOK COUNTY, ILLINOIS. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at 37815 W 85TH PLACE, CHICAGO, ILLINOIS 60652. That the real property is further described as:

**SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF**

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the note and security Instrument as follows:

1. The Borrower represents that the property is owner occupied and is the person or persons who executed the original instruments.
2. The Borrower acknowledges that 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 costs and expenses, together with unpaid accrued interest, in the total amount of **\$32,116.33** have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **MAY 1, 2003**, the amount, including the amounts which have been added to the indebtedness, payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$158,189.90**.
3. 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 **6.00%**, beginning **MAY 1, 2003**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$948.43** (not including escrow deposit), beginning on the 1st day of **JUNE, 2003**, and continuing

# UNOFFICIAL COPY

thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2033** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments to Washington Mutual Bank, FA, P.O. Box 3147, Milwaukee, WI 53201-3147 or, at such other place designated by Lender.

4. If the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which shall be charged on the Unpaid Principal Balance may be increased to a yearly rate of **8.50%** beginning on an effective date stated in the notice which is at least 30 days after the date on which the notice is delivered or mailed to the Borrower. Unless the entire indebtedness is accelerated, as specified in the Note, the Borrower shall pay such increased monthly payments of principal and interest, as adjusted for the increased rate of interest, as specified by the Lender. The Borrower acknowledges that this would constitute an increase in the rate of interest, compared to the rate of interest which would otherwise apply if the Borrower had not defaulted on this Modification.
5. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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.
6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

5-6-03

Date

*James Smith*  
 JAMES SMITH, Borrower

5-6-03

Date

*Shanne Smith*  
 SHANNE SMITH, Borrower

# UNOFFICIAL COPY

## (BORROWER'S ACKNOWLEDGMENT)

STATE OF ILLINOIS )

COUNTY OF Cook )

On this, the 6 day of May, 2003 before me personally appeared **JAMES SMITH AND SHANNE SMITH**, 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.

MY COMMISSION EXPIRES:

7-19-03

Beatrice Brown  
NOTARY PUBLIC, STATE OF ILLINOIS

Beatrice BROWN  
PRINTED NAME OF NOTARY



Loan Number: 8013504660  
Name: SMITH  
Title of Document: Fixed Rate Loan Modification Agreement  
Date of Document: 04-24-03  
Number of Pages: 5

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Date: 5-7-03

WASHINGTON MUTUAL BANK, FA. -Lender

By: *Margaret M. Slattery*  
MARGARET M. SLATTERY, VICE PRESIDENT

*Becky A. Weaver*  
BECKY A. WEAVER, ASSISTANT SECRETARY

Property of County Office

**(LENDER'S CORPORATE 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 officers of said corporation, duly authorized to commit this transaction, DEPOSES and SWEARS on this, the 7th day of MAY, 2003, that the foregoing instrument was executed for the purposes and consideration expressed herein.

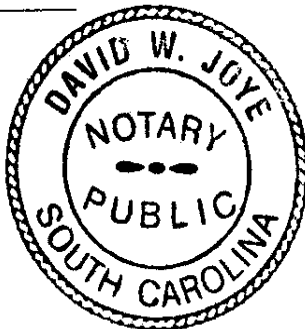
MY COMMISSION EXPIRES:

*David W. Joye*  
NOTARY PUBLIC, STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES  
OCTOBER 14, 2009

DAVID W. JOYE

PRINTED NAME OF NOTARY



Loan Number: 8013504660  
Name: SMITH  
Title of Document: Fixed Rate Loan Modification Agreement  
Date of Document: 04-24-03  
Number of Pages: 5

# UNOFFICIAL COPY

## SCHEDULE "A"

ALL THE EAST 10 FEET PF ;PT 97 IN 87<sup>TH</sup> AND CRAWFORD HEIGHLANDS, BEING A SUBDIVISION OF LOTS 1 TO 3 IN BOYERS RESUBDIVISION IN THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1927, AS DOCUMENT NO. 9621938, IN COOK COUNTY, ILLINOIS.

APN: 19-35-328-052-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS

Effective Date: 05-01-03

COUNTY OF COOK

Borrower(s): JAMES SMITH

SHANNE SMITH

Loan No 8013504660

Property Address: 3713 W 85TH PLACE

CHICAGO IL 60652

### COMPLIANCE AGREEMENT

The undersigned Borrower(s), in consideration of the Loan Modification offered by **Washington Mutual Bank, FA.**, its successors and/or assigns ("Lender") in the amount of **\$158,189.90**, modifying the original Promissory Note secured by a Deed of Trust/Mortgage dated **05-21-98** agrees to fully cooperate with any reasonable requests made by Lender, or its agent, to correct typographical errors in the Loan Modification Agreement enabling Lender to sell, convey, guarantee or obtain insurance for any investor or institution, including but not limited to, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, to ensure enforceability of the modified loan agreement. These requests may include, but are not limited to, all changes, corrections, re-execution or modification of any document related to such loan, as may be required.

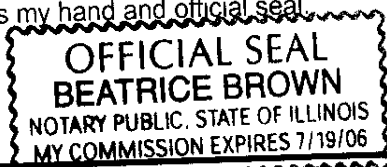
The undersigned will comply with all requests within thirty (30) days from the date they are made by Lender or its agent. If Borrower(s) fails to meet its obligations, Borrower(s) acknowledge liability for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing expenses incurred by Lender to enforce its rights under the Loan Modification Agreement.

James Smith  
JAMES SMITH, Borrower

Shanne Smith  
SHANNE SMITH, Borrower

This Compliance Agreement was acknowledged before me this 6 day of May, 2003, by:

Witness my hand and official seal



Beatrice Brown

Notary Public

My commission expires: 7-19-06

RECORD & RETURN TO: Washington Mutual Bank, FA., Counseling Services  
Settlement/Quality Assurance  
2210 Enterprise Drive, SC/FL/2577  
Florence, SC 29501