

# UNOFFICIAL COPY



Doc#: 0328149200  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 10/08/2003 02:40 PM Pg: 1 of 5

~~0328149200~~  
First American Loss Mitigation Services  
[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

Loan No.: 6100256095

[Space Above This Line For Recording Data]

1496841  
MPG

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") effective this 1st day of July, 2003, between Rupert Deloatch and Marita F. Deloatch

and Washington Mutual Bank, F.A., successor by merger to Bank United ("Borrower/Grantor")

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 21st, 1995 and recorded in Book/Liber N/A, Page N/A, Instrument No. 95437149, 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. \$ 103,937.00, 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 13 Westwood Court, Park Forest, Illinois 60466

[Property Address]

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

Initials RD Initials TH Initials \_\_\_\_\_ Initials \_\_\_\_\_

5

**UNOFFICIAL COPY**

Loan No.: 6100256095

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 July 1st, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 114,658.16, 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 July 1st, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 696.68, beginning on the 1st day of August, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1st, 2033 (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., 9601 McAllister Freeway, San Antonio, Texas 78216 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.

Initials AB Initials MLA Initials \_\_\_\_\_ Initials \_\_\_\_\_

# UNOFFICIAL COPY

Loan No.: 6100256095

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

Rupert Deloatch (Seal)  
Rupert Deloatch -Borrower

Marita F. Deloatch (Seal)  
Marita F. Deloatch -Borrower

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

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

By: Wendy Knaflic  
Wendy Knaflic, Vice President

By: Victoria Grimm  
Victoria Grimm, Assistant Secretary/Treasurer

[See Attached Acknowledgment(s)]

# UNOFFICIAL COPY

## BORROWER ACKNOWLEDGMENT

State of Illinois

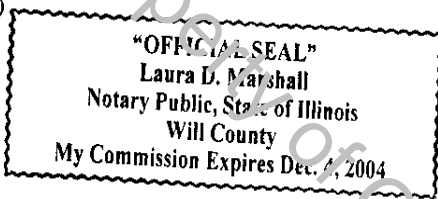
County of Cook

§  
§  
§

On this 18 day of June, 2003, before me, [name of notary], a Notary Public in and for said state, personally appeared Rupert Deloatch and Marita F. Deloatch

[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)



[Signature]  
Laura D Marshall  
Type or Print Name of Notary

Notary Public, State of ILLINOIS

My Commission Expires: 12/4/04

## LENDER ACKNOWLEDGMENT

State of Florida

County of Duval

§  
§  
§

Before me, on this day personally appeared Wendy Knafelc and Victoria Grimm, known to me to be the officers of said corporation, duly authorized to commit this transaction, DEPOSES and SWEARS on this, the 9th day of September, 2003, that the foregoing instrument was executed for the purposes and consideration expressed herein.

My Commission Expires:

[Signature]  
Notary Public, State of Florida



Deborah Ann Fields  
My Commission DD077495  
Expires March 28, 2006

Deborah Ann Fields  
Printed Name of Notary

# UNOFFICIAL COPY

Loan No.: 6100256095

## EXHIBIT "A"

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

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 11 IN BLOCK 28 IN THE VILLAGE OF PARK FOREST FIRST ADDITION TO WESTWOOD, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 26, LYING SOUTH OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY (PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) AND THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 26 LYING SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT OF WAY, ALSO PART OF SECTION 25, LYING SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT OF WAY, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1955 AS DOCUMENT NO. 16288372, ALL IN COOK COUNTY, ILLINOIS.

TAX ID NO.: 31-25-306-011-0000

Cook County Clerk's Office