

# UNOFFICIAL COPY

Washington Mutual Bank  
Homeowner's Assistance  
Prepared By Pat Abel  
Mail Stop: N 01 02 01  
9451 Corbin Avenue  
Northridge, CA 91324



Doc#: 0330004313  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 10/27/2003 03:33 PM Pg: 1 of 5

FOR RECORDING USE ONLY

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

FNMA Loan #: 1692020999  
WAMU Loan #: 0052369334

Original Loan Amount: \$185,250.00

448684  
489814  
This Loan Modification Agreement ("Agreement"), made this 5th day of May, 2003, between Adeniyi Oshin, an unmarried man, ("Borrowers") and MERS as nominee for Washington Mutual Bank, F.A., ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated January 16, 2002 and recorded on January 22, 2002, Recording No. 0020084313 of the Official Records, Cook County, Illinois and (2) the Note, 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 219 E 168<sup>th</sup> Place, South Holland, IL 60473.

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 May 1, 2003 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$198,603.61, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 7.000% from May 1, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,338.46, beginning on the 1st day of June, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. In addition to the monthly principal and interest payment the Borrower will be required to make monthly impound payments in the initial amount of U.S. \$278.14, plus a monthly installment in the amount of \$120.41 for mortgage insurance and a monthly installment for hazard insurance in the amount of \$39.75, for a total monthly installment of U.S. \$1,776.76. The yearly rate of 7.000% will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on February 1, 2032 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at P.O. Box 1093, Northridge, CA 91328-1093, or at such other place as the Lender may require.

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

SR

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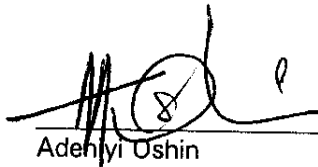
Modification Agreement: 0052969334

Page: 2

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or (transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
  
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled;
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially 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.
  
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 Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

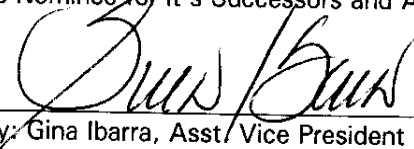
*\* ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC \**

BORROWER:

 06/05/03  
 Adeniyi Ushin Date

LENDER:

Mortgage Electronic Registration systems, Inc.  
as Nominee for it's Successors and Assigns

 6/17/03  
 By: Gina Ibarra, Asst Vice President Date

SR

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## ALL-PURPOSE ACKNOWLEDGMENT

State of ILLINOIS  
County of Cook } ss.

On June 5, 2003, before me, LINDA IWASZKO  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared ADEWUYI OSHIN  
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Linda Iwaszko  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

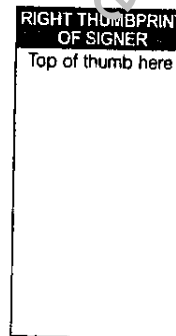
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On 8-19-03 Date

before me, Patricia A. Abel, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gina Maua

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

Proper Cook County Clerk's Office



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.

Patricia A. Abel  
Signature of Notary Public

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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

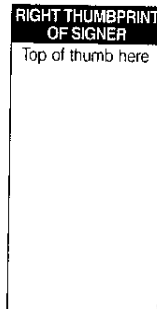
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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**Legal Description:**

Lot 35 in Pasquinelli's Fair Meadows First Addition, being a Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 22, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of Registrar of Titles in Cook County, Illinois, on June 1, 1966, ad Document 2273980, in Cook County, Illinois.

Tax ID#: 29-22-303-036 Vol. 0214

Property of Cook County Clerk's Office