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Doc#: 0406849207  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 03/08/2004 02:48 PM Pg: 1 of 5

When Recorded Return To: *EMJ*  
First American Title Company  
3355 Michelson Dr., Suite 250  
Irvine, CA 92612 *1472582*  
Attn: Special Default Services Division

Loan No. 0052377447

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 22<sup>ND</sup> day of May, 2003, between **Charles Frazier and Karla Frazier**, husband and wife, not as joint tenants nor as tenants in common but as tenants by the entirety, ("Borrower(s)"), whose address is **16029 Wood Street, Harvey, Illinois 60426** and **Washington Mutual Bank, FA, f/k/a Fleet Mortgage Corp, f/k/a Fleet Real Estate Funding Corp,** ("Lender"), with offices at 2210 Enterprise Drive, SC/FL/2577, Florence, SC 29501, current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated **January 15, 2002** made in the amount of **\$148,667.00**, and (2) the Security Instrument dated **January 15, 2002**, and recorded **February 8, 2002**, as **Document No. 0020165566** in the official records of **Cook County** which covers the real property described in said Security Instrument, located at: **16029 Wood Street, Harvey, Illinois 60426** ("Property"), and more particularly described as:

*SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF*  
*TAX ID/PARCEL NUMBER: 29-19-209-035 0000*

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 **June 1, 2003**, the amount payable under the Note and the Security Instrument is **\$148,333.91** ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and 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 interest, costs and expenses in the total amount of **\$15,222.88** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **360** months. When payments resume on **July 1, 2003**, the New Unpaid Principal Balance will be **\$163,656.79**.

5

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of **6.375%** from **June 1, 2003**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$1,021.01** beginning **July 1, 2003**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on **June 1, 2033**, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Washington Mutual Bank, FA, 2210 Enterprise Drive, SC/FL/2577, Florence, SC 29501 or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision 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/or Security Instrument. Except as expressly 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 of the instruments, as amended by this Agreement.

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BORROWER(S):

Date: \_\_\_\_\_

Charles Frazier Jr.  
Charles Frazier

Karla Frazier  
Karla Frazier

Clarence Smith  
Witness Signature  
CLARENCE Smith  
Print Name

Clarence Smith  
Witness Signature  
CLARENCE Smith  
Print Name

STATE OF Illinois )  
COUNTY OF Cook )

On June 6, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Frazier and Karla Frazier, husband and wife, not as joint tenants nor as tenants in common but as tenants by the entirety [ ] 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.

Iris Sheena Hawkins  
Signature of Notary

Iris Sheena Hawkins  
Printed Name



My commission expires: 10.24.05



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## EXHIBIT "A"

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

THE NORTH 49.5 FEET OF LOT 4 IN BLOCK 6 IN ARTHUR T. MCINTOSH'S ASHLAND AVENUE ADDITION TO HARVEY, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 17, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office