

FidelityNDS UNOFFICIAL COPY

After Recording Return To:

WHEN RECORDED MAIL TO:
FIDELITY NATIONAL-LPS
P.O. BOX 19523
IRVINE, CA 92623-9523
NDSMOD



Doc#: 0407847167
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 03/18/2004 10:33 AM Pg: 1 of 5

3752208

FOR RECORDING USE ONLY

MODIFICATION AGREEMENT

Loan #:6163224857
Date: October 23, 2003

THIS MODIFICATION AGREEMENT is entered into on October 23, 2003, by and between Jessie L. Roby-Ricks, a single man, (hereinafter "Borrowers") and Washington Mutual Bank, FA, successor by corporate merger to Bank United, (hereinafter "Lender") with reference to the following facts:

1. Borrower has executed a Promissory Note (the "Note") in favor of Lender in the original principal amount of \$101,650.00, dated June 29, 2000, which, together with any additional advances, is secured by a Deed of Trust (the "Security Instrument") of even date, recorded August 10, 2000, as instrument Number 00612470, in the Official Records of Cook County, Illinois, (the "Loan").
2. There is now owing under the Note the principal sum of \$98,586.05, with interest owing from April 1, 2003 and other charges.
3. Borrower has requested Lender provide certain financial relief in connection with the Loan.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective September 1, 2003, the principal balance shall be increased by Five Thousand Twenty Seven and 64/100 Dollars (\$5,027.64), which represents interest owing from May 1, 2003, through and including August 31, 2003, in the amount of \$2,423.56; late charges owing in the amount of \$608.27; real property taxes that were/will be advanced by Lender in the amount of \$1,013.81; non-sufficient fund fees in the amount of \$20.00; title fees in the amount of \$350.00; automated payment service fee in the amount of \$12.00; and modification fee in the amount of \$600.00.
2. Effective September 1, 2003, the modified principal balance will be One Hundred Three Thousand Six Hundred Thirteen and 69/100 Dollars (\$103,613.69), with interest owing from September 1, 2003.

Initial:

JLRR

CB
CB (WMB)

5

UNOFFICIAL COPY

Modification Agreement: 6163224857/Roby-Ricks

October 23, 2003

Page 2

3. Effective September 1, 2003, the Loan will be reamortized using the modified principal balance of \$103,613.69, the fixed interest rate of 7.375% and the remaining term of 323 months. The initial principal and interest payment, due October 1, 2003 will be \$738.91, plus an initial monthly tax impound payment of \$263.94, plus an initial monthly hazard insurance impound payment in the amount of \$51.58; for a total initial monthly installment of \$1,054.43.
4. Borrower warrants and represents to Lender that since the recording of the Security Instrument nothing has occurred that would create a charge, lien or encumbrance affecting the Property that would be superior to, or have priority over, the lien of the Security Instrument, or otherwise adversely affect the security for the Note, as modified by this Agreement, other than the lien for taxes, if any, for taxes paid by such advance. If Lender elects to obtain an endorsement to the title insurance policy that presently insures, among other things, the priority of the lien created by the Security Instrument, or a Mortgage Priority Guarantee or similar instrument, in any such case to insure the continued priority of the lien created by the Security Instrument, this Agreement shall not become effective until such instrument has been obtained and the cost thereof has been paid to Lender by Borrower.
5. Except as expressly adjusted by this Agreement, all of the terms, covenants, conditions and agreements in the Note and Security Instrument remain unmodified and in full force and effect. If there is any conflict between the terms of this Agreement and the terms of the Note, Security Instrument or any other document or instrument evidencing or securing the Loan, the terms of this Agreement shall prevail. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payment of the Note, as modified by this Agreement. Both Borrower and Lender acknowledge and agree that there are no agreements or understandings between them, except those that are reflected in this Agreement and in the documents pertaining to the Loan.

Initial:

JLRR
JLRR

CB
CB (WMB)

UNOFFICIAL COPY

Modification Agreement: 6163224857/Roby-Ricks
October 23, 2003
Page 3

This Agreement does not constitute a novation or release of any persons heretofore or hereafter liable to Lender in connection with the Loan. The terms of this Agreement may constitute a forgiveness of debt for the referenced Borrower. A tax accountant or attorney should be consulted to determine any tax reporting consequences.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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

BORROWER:

LENDER: Washington Mutual Bank, FA,
successor by corporate merger to Bank
United.

| | | | |
|-----------------------------|-----------------|--|-----------------|
| <u>Jessie L. Roby-Ricks</u> | <u>11-12-03</u> | <u>Cristopher Burke</u> | <u>11-24-03</u> |
| Jessie L. Roby-Ricks | Date | By: Cristopher Burke Vice President | Date |

Property of Cook County Clerk's Office

sl

UNOFFICIAL COPY

ALL-PURPOSE ACKNOWLEDGMENT

State of ILLINOIS
County of COOK } ss.

On 11/12/03, before me, LUDI SANCHEZ, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared JESSIE L ROBY-RICKS
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.

Property of Cook County Clerk's Office



WITNESS my hand and official seal.

Ludi Sanchez
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: _____

| |
|-----------------------------------|
| RIGHT THUMBPRINT OF SIGNER |
| Top of thumb here |

UNOFFICIAL COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California,

County of Los Angeles } ss.

On 1-20-04 before me, Rebecca Grizzell

Date

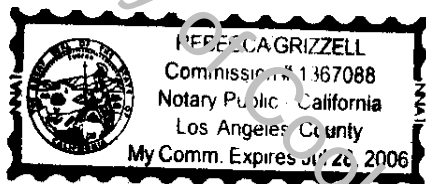
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christopher Buske

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.



WITNESS my hand and official seal.

Rebecca Grizzell
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: Mortgage

Document Date: 10-23-03

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here