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Doc#: 0410715069
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 04/16/2004 02:49 PM Pg: 1 of 4

FHA Case No. 131-9280748
8014897824

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **JANUARY 1, 2004** between **DENNIS T. JOHNSON AND TAMMY A. JOHNSON, HUSBAND AND WIFE, NOT NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY**

("Borrower"), whose address is
4153 West 89th Street
Hometown, ILLINOIS 60456
and
WASHINGTON MUTUAL BANK, F.A.

("Lender"), whose address is **9601 MCALLISTER FREEWAY, #140**
SAN ANTONIO, TEXAS 78216-4681
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **JUNE 12, 1998** and recorded in **Book 98575077**
Cook COUNTY, **ILLINOIS**, and (2) the Note, in the original principal amount of U.S. \$ **110,992.00**, 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
4153 West 89th Street
Hometown, ILLINOIS 60456

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

WHEN RECORDED MAIL TO:
First American Title 1614165
P.O. Box 27670
Santa Ana, CA 92709
Attn: Recording Dept.

HUD Modification Agreement
FAND# HUDMOD Rev. 04-16-03

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M.T.

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(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 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. 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 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Dennis T. Johnson

DENNIS T. JOHNSON (Seal)
-Borrower

Tammy A. Johnson

TAMMY A. JOHNSON (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

WASHINGTON MUTUAL BANK, F.A.

Wendy Knafelc

Name: (Corporate Seal)
Its: wendy knafelc -Lender
vice President

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the real property described is located in **Cook**
and being set forth as follows:

COUNTY, ILLINOIS

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO-WIT: LOT 187 IN J.E. MERRION & CO.'S HOMETOWN UNIT NO. 1, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, LYING SOUTHEASTERLY OF AND ADJOINING THE 66 FOOT RIGHT OF WAY OF THE WASBASH RAILROAD, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AP No 24-03-206-004-0000

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 **JANUARY 1, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **129,310.25** 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 **6.875 %**, from **JANUARY 1, 2004**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **849.48**, beginning on the first day of **FEBRUARY, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 01, 2034** (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.
P.O. BOX 34150
SAN ANTONIO, TEXAS 78265-4150

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 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 cancelled, null and void, as of the date specified in Paragraph No. 1 above:

HUD Modification Agreement

FAND# HUDMOD-2 Rev. 04-16-03

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D.J. T.J.

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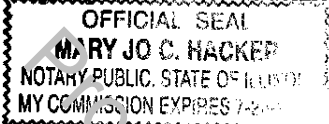
[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 23rd day of Dec. 2003 by



exp. 7-23-2005

Signature of Person Taking Acknowledgment

Mary Jo C. Hacker

Printed Name

Mary Jo C. Hacker

Title or Rank

City Clerk

Serial Number, if any

LENDER ACKNOWLEDGMENT

STATE OF

FL

COUNTY OF

Duval

The foregoing instrument was acknowledged before me this

Dec 31, 03

by

of

Wendy Knafelc

, the

Vice President

a

, on behalf of said entity.

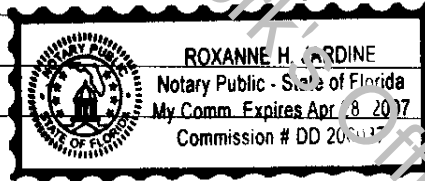
Signature of Person Taking Acknowledgment

Roxanne H. Jardine

Printed Name

Title or Rank

Serial Number, if any



HUD Modification Agreement

FAND# HUDMOD-4 Rev. 04-16-03

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THIS DOCUMENT WAS PREPARED BY:
FIRST AMERICAN LOSS MITIGATION SERVICES
4 HARVARD CIRCLE, SUITE 700
WEST PALM BEACH, FL 33409