

UNOFFICIAL COPY



Doc#: 0412722106
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 05/06/2004 11:36 AM Pg: 1 of 4

When Recorded Return To:

First American Title Co.
P. O. Box 27670
Santa Ana, CA 92799-7670
Attn: Joanne Bui
Order#: 1266402

LOAN MODIFICATION AGREEMENT

PARCEL ID: 31-15-209-006-0000

STATE: ILLINOIS

COUNTY: COOK

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.

Recording Requested By and Prepared By:

LITTON LOAN SERVICING LP
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081

Property of Cook County Clerk's Office

57
P4
5-
Mc
Oll

UNOFFICIAL COPY

Return Recorded Document To:

Mail Tax Statement To:

When Recorded Return To: *Empg*
First American Title Company
 P.O. Box 27670
 Santa Ana, CA 92799 *1886402*
 Attn: Special Default Services Division

Transamerica
 6053 S. Fashion Square Drive
 Suite 200
 Murray, UT 84107

Loan # **0068651603/MCCOY**Investor Loan #**1680040158**

(Space Above This Line for Recording Data)

**LOAN MODIFICATION AGREEMENT
 PROVIDING FOR FIXED INTEREST RATE**

This Loan Modification Agreement ("Agreement"), made this **22ND** day of **MARCH, 2004** between **JULIUS H. MCCOY JR AN UNMARRIED MAN AND DAPHNE HATCH AN UNMARRIED WOMAN, AS JOINT TENANTS**, ("Borrower") residing at **124 SUNDANCE ROAD, MATTESON, ILLINOIS 60443**, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** as nominee for **WASHINGTON MUTUAL BANK, FA, ("LENDER")** with an address of c/o 7301 Baymeadows Way, Jacksonville, FL 32256, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **JANUARY 15, 2002**, recorded **JANUARY 17, 2002**, as **DOCUMENT NO. 0020074931**, in the Official Records of the **Recorder** of **COOK**, State of **ILLINOIS**, in the original principal sum of **\$221,512.00** (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real personal property described in the Security Instrument and defined therein as the "Property", located at **124 SUNDANCE ROAD, MATTESON, ILLINOIS 60443** the real property described being set forth as follows:

**LOT 36 IN CEDAR CREEK, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF ARTHUR T. MCINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 1 AND LYING NORTH OF ARTHUR T. MCINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2, RECORDED MAY 21, 1998 AS DOCUMENT NUMBER 98425869, ALL IN COOK COUNTY, ILLINOIS
 PARCEL ID NUMBER: 31-15-209-006-0000**

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. The unpaid principal balance of this Mortgage prior to the execution of the Loan Modification Agreement was **\$216,686.58**. As of **APRIL 1, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$240,642.04**, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

MERS# 100015901012149019

VRU#888-679-6377

UNOFFICIAL COPY

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender or as Lender directs. Interest will be charged on the unpaid balance at the rate of 6.520%, as defined in the Note, commencing **APRIL 1, 2004** and Borrower agrees to make monthly payments of principal and interest in the amount of **\$1,524.19** commencing on **MAY 1, 2004** and each and every month thereafter on the same day of each succeeding month until the principal and interest are fully paid. If on **APRIL 1, 2034** (the "Maturity Date"), the borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity date.

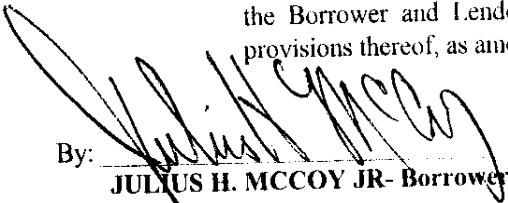
The Borrower will make such payments at P.O. Box 34150, San Antonio, TX. 78265 or at such other place as the Lender may require.

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.

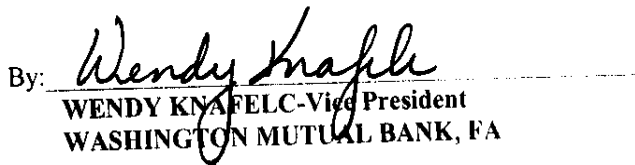
If the Lender exercises this option, the lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails 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.

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

By: 
JULIUS H. MCCOY JR- Borrower

By: 
DAPHNE HATCH- Borrower

By: 
**WENDY KNAFELC-Vice President
WASHINGTON MUTUAL BANK, FA**

UNOFFICIAL COPY

(Space Below This Line for Acknowledgments)

**** NOTARY FOR BORROWER**

STATE OF IL

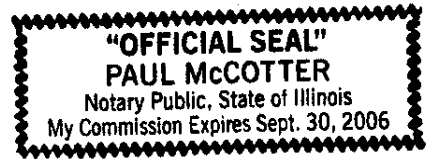
COUNTY OF COOK

On March 30, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **JULIUS H. MCCOY** and **DAPHNE HATCH** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be 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.

Paul McCotter

My Commission Expires: Sept 30, 2006



****NOTARY FOR LENDER**

STATE OF FLORIDA
COUNTY OF DUVAL

On April 5th, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **WENDY KNAFELC**, Vice President, respectively, of **Washington Mutual Bank, FA, as authorized signatory for Mortgage Electronic Registration Systems, Inc. ("MERS")**, personally known to me (or proved to me on the basis of satisfactory evidence), whose name is subscribed to be within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Melissa A. Simpson

My Commission Expires: November 5, 2005



Melissa A. Simpson
Commission # DD 070184
Expires Nov. 5, 2005
Branch Thru
Atlantic Banking Co., Inc.

This instrument was prepared by:

Washington Mutual Bank, FA
Teri Del Carmen
Settlement Specialist II
7301 Baymeadows Way
Jacksonville, FL 32256
Mail Stop: JAXA2000