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Doc#: 0414149180  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 05/20/2004 04:05 PM Pg: 1 of 4

## LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO.  
P. O. BOX 27670  
SANTA ANA, CA 92799-7670  
Attention: JOANNE BUI

ORDER NUMBER: 1842263

STATE ILLINOIS  
COUNTY COOK



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

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J

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Return Recorded Document To:  
 Washington Mutual Bank, FA  
 Courtney E Parrish  
 Default Specialist II  
 7301 Baymeadows Way  
 Jacksonville, FL 32256  
 Mail Stop: JAXA2000  
 Loan # 0050732734/MACK

Mail Tax Statement To:  
 Transamerica  
 6053 S. Fashion Square Drive  
 Suite 200  
 Murray, UT 84107

184221B-MPQ

(Space Above This Line for Recording Data)

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

This Loan Modification Agreement ("Agreement"), made this 8TH day of APRIL, 2004 between JEREMIAH MACK, AND TONYA M MACK, HUSBAND AND WIFE, ("Borrower") residing at 5023 WEST QUINCY STREET, CHICAGO, ILLINOIS 60644, and 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 JUNE 8, 2001, recorded JANUARY 20, 2004, as CASE NO. 04CH00928, of the Official Records of the Recorder of COOK County, State of ILLINOIS, in the original principal sum of \$124,800.00 and (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 4633 W MONROE ST, CHICAGO, ILLINOIS 60644 the real property described being set forth as follows:

**LOT 59 IN E.A. CUMMING SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 59 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

**A.P.NO:16-15-105-010-0000**

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 \$122,924.27. As of MAY 1, 2004 the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$134,507.80, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

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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 **8.750%**, as defined in the Note, commencing **MAY 1, 2004** and Borrower agrees to make monthly payments of principal and interest in the amount of **\$1,082.10** commencing on **JUNE 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 **JULY 1, 2031** (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.

If any portion of the indebtedness hereunder cannot be lawfully secured by this Deed of Trust, then the first installment and other payments made under this Deed of Trust shall be applied to the discharge of the unsecured portion of the indebtedness and payments thereafter shall be applied to the discharge of the secured portion of the indebtedness.

**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: *Jeremiah Mack*  
**JEREMIAH MACK** - Borrower

By: *Tonya M. Mack*  
**TONYAM MACK** - Borrower

By: *Wendy Knafelc*  
**WENDY KNAFELC-VICE PRESIDENT**  
**WASHINGTON MUTUAL BANK, FA**

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\_\_\_\_\_(Space Below This Line for Acknowledgments)\_\_\_\_\_

**\*\* NOTARY FOR BORROWER**

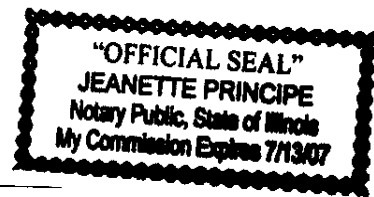
STATE OF ILLINOIS

COUNTY OF COOK

On April 13, \_\_\_\_\_, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **JEREMIAH MACK AND TONYA M MACK**, 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.

*Jeanette Principe*  
My Commission Expires: 7-31-04



**\*\*NOTARY FOR LENDER**

STATE OF FLORIDA  
COUNTY OF DUVAL

On April 21<sup>st</sup> \_\_\_\_\_, 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**, 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



This instrument was prepared by:

Washington Mutual Bank, FA  
Courtney E Parrish  
Default Specialist II  
7301 Baymeadows Way  
Jacksonville, FL 32256  
Mail Stop: JAXA2000