

# UNOFFICIAL COPY

Washington Mutual Bank, FA  
Prepared by: Karen S. Sohngen



Doc#: 0417649069  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 06/24/2004 08:38 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:  
First American Title  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: Recording Dept.

1750281

## MODIFICATION AGREEMENT

Loan #: 18310972  
Date: December 26, 2003

THIS MODIFICATION AGREEMENT is entered into on December 26, 2003, by and between, Christopher J. Allen and Jacqueline Bryant, (hereinafter "Borrower") and Washington Mutual Bank, FA, Successor in interest to Homeside Lending, Inc. (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 \$59,300.00, dated June 3, 1997, which, together with any additional advances, is secured by a Mortgage (the "Security Instrument") of even date, recorded June 23, 1997, as Instrument Number 07450052, in the Official Records of Cook County, Illinois; (the "Loan").
2. There is now owing under the Note the principal sum of \$57,269.76, with interest owing from March 1, 2001, 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 December 1, 2003, the principal balance shall be increased by Twenty Thousand Two and 15/100 Dollars (\$20,002.15), which represents interest owing from October 1, 2001, through and including December 31, 2003, in the amount of \$10,230.98; real property taxes that were/ will be advanced by Lender in the amount of \$5,300.41; modification fees in the amount of \$600.00; title fees in the amount of \$285.00; foreclosure fees incurred by Lender in the amount of \$3,018.91; property inspection fees in the amount of \$10.75; non-sufficient funds fee in the amount of \$40.00; and late charges in the amount of \$510.10.
2. Effective December 1, 2003, the modified principal balance will be Seventy Seven Thousand Two Hundred Seventy One and 91/100 Dollars (\$77,271.91), with interest owing from December 1, 2003.

Initial:

CJA

JB

CB (WMB)

# UNOFFICIAL COPY

Modification Agreement: 18310972

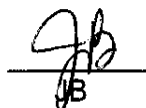
December 26, 2003

Page 2

3. Effective January 1, 2004, the Loan will be reamortized using the modified principal balance of \$77,271.91, the fixed interest rate of 8.250% and the remaining term of 283 months. The fixed principal and interest payment, due January 1, 2004, will be \$620.51, plus an initial monthly impound tax payment of \$130.62, for a total initial monthly installment of \$751.13.
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:

  
CJA

  
JB

  
CB (WMB)

# UNOFFICIAL COPY

Modification Agreement: 18310972  
December 26, 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(S):

LENDER: Washington Mutual Bank, FA  
Successor in Interest to Homeside  
Lending Inc.

  
Christopher J. Allen      1-24-04  
Date

  
By: Christopher Burke      2-5-04  
Vice President      Date

  
Jacqueline Bryant      1/24/04  
Date

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ALL PURPOSE- ACKNOWLEDGMENT

State of IL } ss.

County of Cook }

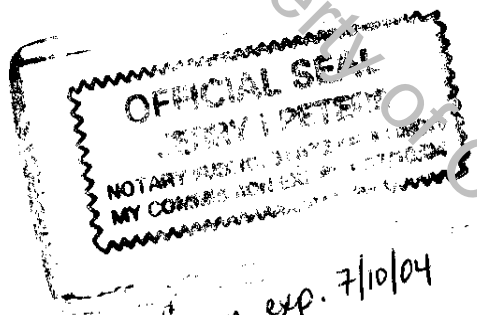
On 1/24/04, before me, Jerry Peters  
Date Name and Title of Officer (e.g. Jane Doe, notary public)

personally appeared Christopher J. Amen + Jacqueline Bryant

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) acted, executed the instrument.

WITNESS my hand and official seal.



Place Notary Seal Above

Jerry I. Peters  
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: \_\_\_\_\_

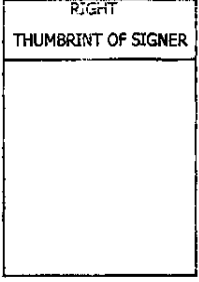
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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: \_\_\_\_\_



# UNOFFICIAL COPY

**\*\*NOTARY FOR LENDER**

STATE OF FLORIDA  
COUNTY OF DUVAL

On February 5<sup>th</sup> 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **CRISTOPHER BURKE**, Vice President, respectively, of **Washington Mutual Bank, FA, successor in interest to Homestead Lending, Inc.**, 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



**Melissa A. Simpson**  
Commission # DD 070184  
Expires Nov 5, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

My Commission Expires: November 5, 2005

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

UNIT 3505-B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN JACKSON BOULEVARD CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97217364, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 16-14-214-016

Property of Cook County Clerk's Office