

UNOFFICIAL COPY



Doc#: 0417649070
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 06/24/2004 08:39 AM Pg: 1 of 7

MODIFICATION AGREEMENT

RECORDING REQUESTED BY
First American Title Co.

When Recorded Return To:

First American Title
P. O. Box 27670
Santa Ana, CA 92799
Attention: GINA PANTOJA

ORDER: 1603505

STATE: ILLINOIS
COUNTY: COOK



LENDERS ADVANTAGE

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

4-17

UNOFFICIAL COPY

After Recording Return To:

Washington Mutual Bank, FA
 Prepared by: Robb Beltran
 Homeowner's Assistance
 Mail Stop: N 01 02 01
 9451 Corbin Avenue
 Northridge, CA 91324

FOR RECORDING USE ONLY

MODIFICATION AGREEMENT

Loan #: 8016322995

Date: August 28, 2003

THIS MODIFICATION AGREEMENT is entered into on August 28, 2003, by and between Rochelle Young Lewis, an unmarried woman, (hereinafter "Borrowers") and MERS as nominee for Washington Mutual Bank, FA, (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 \$50,250.00, dated September 26, 2001, which, together with any additional advances, is secured by a Mortgage (the "Security Instrument") of even date, recorded October 12, 2001, as Book Number 0010951025, in the Official Records of Cook County, Illinois, (the "Loan").
2. There is now owing under the Note the principal sum of \$88,576.05, with interest owing from July 1, 2002, 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 Ten Thousand Seven Hundred Twenty Four and 47/100 Dollars (\$10,724.47), which represents interest owing from July 1, 2002, through and including August 31, 2003, in the amount of \$7,233.66; and real property taxes that were/will be advanced by Lender in the amount of \$3,490.81.
2. Effective September 1, 2003, the modified principal balance will be Ninety Nine Thousand Three Hundred and 52/100 Dollars (\$99,300.52), with interest owing from September 1, 2003.

Initial:


 RYL


 CB (WMB)

UNOFFICIAL COPY

Modification Agreement: 8016322995/ Lewis
August 28, 2003
Page 2

3. Effective September 1, 2003, the Loan will be reamortized using the modified principal balance of \$99,300.52, the fixed interest rate of 7.000% and the remaining term of 337 months. The initial principal and interest payment, due October 1, 2003 will be \$674.21, plus an initial monthly impound payment of \$189.16, for a total initial monthly installment of \$863.37.
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:

RYL
RYL

CB
CB (WMB)

UNOFFICIAL COPY

Modification Agreement: 8016322995/ Lewis
August 28, 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,
Mortgage Electronic Registration Systems,
Inc. as Nominee for it's Successors and
Assigns.

Rochelle Young Lewis 9-6-03

Cristopher Burke 9-15-03

Rochelle Young Lewis

Date

By: Cristopher Burke
Asst. Vice President

Date

Property of Cook County Clerk's Office

UNOFFICIAL COPY

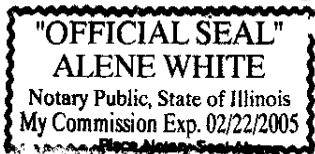
ALL-PURPOSE ACKNOWLEDGMENT

State of ILLINOIS
County of COOK } SS.

On Sept 6, 2003, before me, Alene White
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Rochelle Young Lewis
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.

Alene White
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: _____

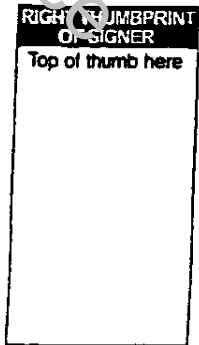
Signer(s) Other Than Named Above: _____

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 September 15 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared CRISTOPHER BURKE, Vice President, respectively, of **Washington Mutual Bank, FA, Mortgage Electronic Registration Systems, Inc., as Nominee for it's successors and assigns**, 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
Bonded Thru
Atlantic Bonding Co., Inc.



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

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS TO WIT:

UNIT 29-C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TIERRA GRANDE COURT'S CONDOMINIUM II AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 27153677, AS AMENDED FROM TIME TO TIME. IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COOK COUNTY, ILLINOIS.

Tax Id: 31-10-200-116-1031

Property of Cook County Clerk's Office