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Doc#: 0423949202
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 08/26/2004 03:38 PM Pg: 1 of 5

LOAN MODIFICATION AGREEMENT PROVIDING FOR FIXED INTERESTE RATE

RECORDING REQUESTED BY
First American Title Co.

When Recorded Return To:

First American Title
P. O. Box 27670
Santa Ana, CA 92799
Attention: SPECIAL DEFAULT SERVICES

ORDER: 1948771

STATE: ILLINOIS
COUNTY: COOK



LENDERS ADVANTAGE

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

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~~XXXXXXXXXXXXXXXXXXXX~~
 Washington Mutual Bank, FA
 Cullene Lee
 Settlement Specialist II
 7301 Baymeadows Way
 Jacksonville, FL 32256
 Mail Stop: JAXA1070
 Loan # 5971052567/BLOCK
 Investor Loan #1674745256

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

(Space Above This Line for Recording Data)

1948771 mpy **LOAN MODIFICATION AGREEMENT**
PROVIDING FOR FIXED INTEREST RATE

This Loan Modification Agreement ("Agreement"), made this 9TH day of JUNE 2004 between RICHARD A. BLOCK, ("Borrower") residing at 3117 ENTERPRISE PARK, SOUTH CHICAGO HEIGHT, ILLINOIS 60411, 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 JUNE 2, 2000, recorded JUNE 13, 2000, in DOCUMENT NO. 00434170, in the Official Records of the RECORDER of COOK COUNTY, State of ILLINOIS, in the original principal sum of \$73,600.00 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 3117 ENTERPRISE AVENUE, SOUTH CHICAGO HEIGHTS, ILLINOIS 60411 the real property described being set forth as follows:

LEGAL ATTACHED HERETO AND MADE A PART HERE OF
PARCEL ID NUMBER: 32-32-207-059

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 \$71,641.37. As of JULY 1, 2004, the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$84,565.23, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
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 6.360%, as defined in the Note, commencing JULY 1, 2004 and Borrower agrees to make monthly payments of principal and interest in the amount of \$526.75 commencing on AUGUST 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, 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.

MERS# 100012400971052564

VRU#888-679-6377

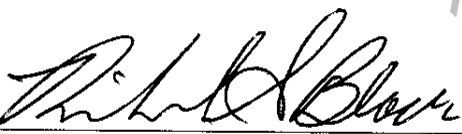
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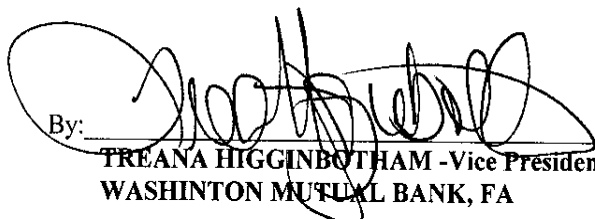
- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full 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: 
 RICHARD A. BLOCK - Borrower

By: 
 TREANA HIGGINBOTHAM - 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 June 15, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **RICHARD A. BLOCK** 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/hers/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.

[Signature]
My Commission Expires: _____



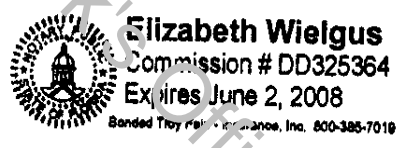
****NOTARY FOR LENDER**

STATE OF FLORIDA
COUNTY OF DUVAL

On 18th June 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **TREANA HIGGINBOTHAM**, 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.

[Signature]
My Commission Expires: 6/2/08



This instrument was prepared by: Washington Mutual Bank, FA
Cullene Lee
Settlement Specialist II
7301 Baymeadows Way
Jacksonville, FL 32256
Mail Stop: JAXA1070

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LEGAL DESCRIPTION:

LOT 6 (EXCEPT THE NORTH 21 FEET THEREOF) AND LOT 7 IN BLOCK 3 OF ENTERPRISE PARK SUBDIVISION OF LOT 2 IN THE CIRCUIT COURT PARTITION IN THE NORTHEAST 1/4 OF SECTION 32, AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No.: **32-32-207-059**

Property of Cook County Clerk's Office