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FIRST AMERICAN LOSS MITIGATION SERVICES
2000 PALM BEACH LAKES BLVD., SUITE 400
WEST PALM BEACH, FL 33409



Doc#: 0425349174
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 09/09/2004 01:57 PM Pg: 1 of 5

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

1905237 mpg
FHA Case No. 137-0768283
8015722302

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **JULY 1, 2004**
between **TAMMYE MATHEWS DURHAM**

("Borrower"), whose address is
5235 Stoneridge Court,
Matteson, ILLINOIS 60443
and

Mortgage Electronic Registration Systems Inc., as nominee for Washington
Mutual Bank, F.A. successor by merger to Washington Mutual Home Loans
("Lender"), whose address is **9601 MCALLISTER FREEWAY, #140**
SAN ANTONIO, TEXAS 78216-4681

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
AUGUST 24, 2001 and recorded in **Instrument No. 001083896**

Cook **COUNTY, ILLINOIS**, and (2) the Note, in
the original principal amount of U.S. \$ **156,107.00**, bearing the same date as, and secured by,
the Security Instrument, which covers the real and personal property described in the Security Instrument and
defined therein as the "Property," located at
5235 Stoneridge Court,
Matteson, ILLINOIS 60443

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the real property described is located in **Cook** COUNTY, ILLINOIS
and being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

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. As of **JULY 1, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **167,227.01** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **7.500 %**, from **JULY 1, 2004**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,169.28**, beginning on the first day of **AUGUST, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 01, 2034** (the "Maturity Date"), the Borrower still owes amounts under the Note and the 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
WASHINGTON MUTUAL BANK, F.A.
P.O. BOX 34150
SAN ANTONIO, TEXAS 78265-4150
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 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; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

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(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

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

Tammye Mathews Durham 7.21.04 _____ (Seal)
 TAMMYE MATHEWS DURHAM -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

Mortgage Electronic Registration Systems Inc., as nominee for Washington
 Mutual Bank, F.A. successor by merger to Washington Mutual Home Loans
Mamie Clark _____ (Corporate Seal)
 Name: Mamie Clark -Lender
 Its: Vice President

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[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this

21st June 2004

by

Tammie Matthews Durham

Signature of Person Taking Acknowledgment

[Handwritten Signature]

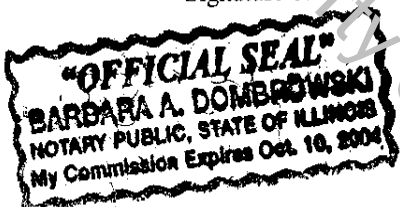
Printed Name

BARBARA A. DOMBROWSKI

Title or Rank

Asst. PL MFLC

Serial Number, if any



LENDER ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this

31st day of July, 2004

by

Mamie Clark
of Washington Mutual

the Vice President

a

, on behalf of said entity.

Signature of Person Taking Acknowledgment

[Handwritten Signature]

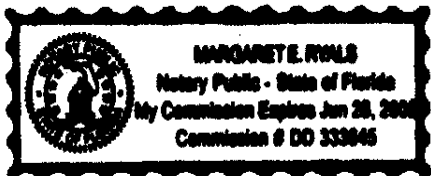
Printed Name

MARGARET E RYALS

Title or Rank

NOTARY PUBLIC

Serial Number, if any



HUD Modification Agreement
FAND# HUDMOD-4 Rev. 04-16-03

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THIS DOCUMENT WAS PREPARED BY:
FIRST AMERICAN LOSS MITIGATION SERVICES
2000 PALM BEACH LAKES BLVD., SUITE 400
WEST PALM BEACH, FL 33409

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EXHIBIT "A"

PARCEL 1:

THE EAST 2425 FEET OF LOT 102 IN STONERIDGE COURTYARDS OF MATTESON UNIT ONE, BEING A RESUBDIVISION OF LOT 48 IN FINAL PLAT OF SUBDIVISION SOUTHWEST CORPORATE PARK SUBDIVISION PHASE THREE BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 99365219 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 99802840, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED SEPTEMBER 15, 2000 AS DOCUMENT 00720867 AND SHOWN ON THE PLAT OF STONERIDGE COURTYARDS OF MATTESON UNIT ONE AFORESAID AND CREATED BY DEED FROM SOUTHWICK COURTYARDS, L.L.C. TO TAMMYE MATHEWS DURHAM RECORDED 8/30/01 AS DOCUMENT 0010803875 FOR INGRESS AND EGRESS OVER LOT 100 AFORESAID.

A. P. No.: 31-21-402-034-0000

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