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RECORD AND RETURN TO:
FIRST AMERICAN TITLE
P.O. BOX 27670 #2089299 MP6
SANTA ANA, CALIFORNIA 92799-7670
ATTN: SPECIAL DEFAULT SERVICES DIVISION



Doc#: 0428249116
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 10/08/2004 02:35 PM Pg: 1 of 7

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998819388

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19TH day of AUGUST, 2004, between WESLEY A WOODSON, MARRIED TO MENDA C WOODSON

("Borrower") and FLAGSTAR BANK, FSB

("Lender"), and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JULY 17, 2002 and recorded in Instrument No. 2002-07-23

, of the Official Records of

[Name of Records]

COOK COUNTY, ILLINOIS

[County and State, or other Jurisdiction]

and (2) the Note, bearing the same date as, and secured by,

the Security Instrument, which has been assigned MERS Registration No. 100052399881938852

and MERS Registration Date JULY 23, 2002

, and which covers the real and

personal property described in the Security Instrument and defined therein as the "Property" located at

1706 ASHLAND AVENUE, EVANSTON, ILLINOIS 60201

[Property Address]

the real property described being set forth as follows:

THE EAST 133 FEET OF LOT 10 IN BLOCK 3 IN GILBERT AND FARMERS ADDITION TO EVANSTON, SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID: 1013223011 0000

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In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **AUGUST 19, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **311,098.91**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **7.375** %, from **AUGUST 19, 2004**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,193.64**, beginning on the **1ST** day of **OCTOBER, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.375** % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **AUGUST 01, 2032** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **5151 CORPORATE DRIVE
TROY, MICHIGAN 48098**

or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

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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.

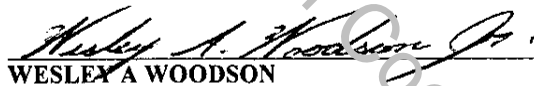
FLA STAR BANK, FSB

Name: John P. Marecki

Its: Senior Vice President

(Seal)

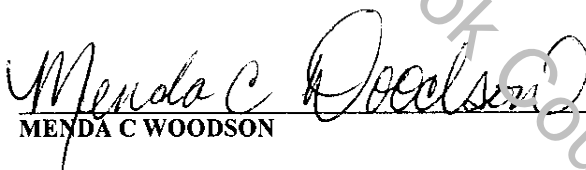
-Lender



WESLEY A WOODSON

(Seal)

-Borrower



MENDA C WOODSON

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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[Space Below This Line for Acknowledgments]

STATE OF IllinoisCOUNTY OF CookThe foregoing instrument was acknowledged before me this AUG 24 2004

by

Wesley A. Woodson And Menda C. WoodsonSignature of Person Taking Acknowledgment [Signature]Printed Name Maria OrtizTitle or Rank Notary PublicSerial Number, if any 260426

LENDER ACKNOWLEDGMENT

STATE OF MichiganCOUNTY OF OaklandThe foregoing instrument was acknowledged before me this August 26, 2004

by

John P. Marecki, the Senior Vice President
of Flagstar Bank^a Federal Savings Bank

, on behalf of said entity.

Signature of Person Taking Acknowledgment [Signature]Printed Name NELEA J. AMADORTitle or Rank Notary Public, Oakland County, MISerial Number, if any My Commission Expires Dec. 29, 2005MERS LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 5179 1/01 (rev. 8/01)
FAND# 3179MERS-4 Rev. 07-30-03 (page 4 of 4)

THIS DOCUMENT WAS PREPARED BY:
 MATTHEW A. KLEINBERG
 FLAGSTAR BANK, FSB
 5151 CORPORATE DRIVE
 TROY, MI 48098

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FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Creditor: **FLAGSTAR BANK, FSB**
5151 CORPORATE DRIVE
TROY, MICHIGAN 48098

Loan Number: **998819388**
 Date: **AUGUST 19, 2004**

Borrower(s) Name(s): **WESLEY A WOODSON AND MENDA C WOODSON**

Mailing Address: **1706 ASHLAND AVENUE, EVANSTON, ILLINOIS 60201**
 Property Address: **1706 ASHLAND AVENUE, EVANSTON, ILLINOIS 60201**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total Payments The amount you have paid after you have made all payments as scheduled.
7.375 %	\$ 423,777.79	\$ 311,098.91	\$ 734,876.70

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
334	2,193.64	Monthly Beginning: 10/01/2004			
1	\$2,204.28	08/01/2032			

☐ **Variable Rate Feature:** Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.

Security: You are giving a security interest in the property being purchased or refinanced.

Filing or Recording Fees: \$

Late Charge: If a payment is more than **15** days late, you will be charged **5.000** % of the payment.

Prepayment: If you pay off early, you ☐ may ☒ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your property ☐ may ☐ may, subject to conditions ☒ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. All numerical disclosures except the late payment disclosure are estimates.

NOTE: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.


WESLEY A WOODSON


MENDA C WOODSON

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WOODSON
1706 ASHLAND AVENUE
EVANSTON, ILLINOIS 60201
FLAGSTAR BANK, FSB

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Wesley A. Woodson Jr. *8/20/04*
Borrower _____ Date _____
WESLEY A WOODSON

Menda C Woodson *8-20/04*
Borrower _____ Date _____
MENDA C WOODSON

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

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WOODSON
1706 ASHLAND AVENUE
EVANSTON, ILLINOIS 60201
FLAGSTAR BANK, FSB

998819388

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of
FLAGSTAR BANK, FSB

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Wesley A. Woodson 8/20/04
WESLEY A WOODSON Date

Menda C. Woodson 8/20/04
MENDA C WOODSON Date

Date

Date

Date

Date