



Doc#: 0432449107
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 11/19/2004 11:41 AM Pg: 1 of 4

MPG 2067339 (Space Above This Line for Recording Data)

LOAN MODIFICATION AGREEMENT PROVIDING FOR FIXED INTEREST RATE

This Loan Modification Agreement ("Agreement"), made this 15TH day of SEPTEMBER, 2004 between DAVID A. AUGUSTYNIAK AND SUSAN M. AUGUSTYNIAK, HUSBAND AND WIFE, ("Borrower") residing at 9008 WEST 140TH STREET, UNIT 3B, ORLAND PARK, ILLINOIS 60462, 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 22, 2001, recorded JULY 5, 2001, as INSTRUMENT NO. 0010589110, in the Official Records of the Register of Deeds of COOK COUNTY, State of ILLINOIS, in the original principal sum of \$100,075.00 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 9008 WEST 140TH STREET, UNIT 3B, ORLAND PARK, ILLINOIS 60462 the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
PARCEL ID NUMBER: 27-02-400-054-1034

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 \$97,373.61. As of OCTOBER 1, 2004, the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$107,170.24, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

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

MERS# 1000238 3918434045 5

VRU#888-679-6377

UNOFFICIAL COPY

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 7.000%, as defined in the Note, commencing **OCTOBER 1, 2004** and Borrower agrees to make monthly payments of principal and interest in the amount of \$ 739.46 commencing on **NOVEMBER 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, 2031** (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.

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.
6. Borrower acknowledges and agrees that if he, by his own actions or the actions of any other person, files with any Bankruptcy Court of any competent jurisdiction or files or is the subject of any insolvency proceedings before his obligations under this Modification and the related Loan Documents are satisfied hereunder, then Lender shall be entitled to relief from any Automatic Stay imposed by the Bankruptcy Code and Borrower waives any and all rights to continue any Automatic Stay that may come into effect and Borrower further waives any and all rights to oppose any proceedings that may be filed by Lender seeking relief from any Automatic Stay that may come into effect.

By: 
 DAVID A. AUGUSTYNIAK - Borrower

By: 
 SUSAN M. AUGUSTYNIAK - Borrower

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By: [Signature]
A. E. Conine -Vice President
WASHINGTON MUTUAL BANK, FA

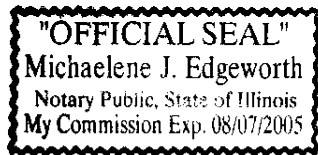
_____(Space Below This Line for Acknowledgments)_____

**** NOTARY FOR BORROWER**

STATE OF Illinois
COUNTY OF Cook

On September 21, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID A. AUGUSTYNIAK** and **SUSAN M. AUGUSTYNIAK** 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/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.
[Signature]
My Commission Expires: 08/07/2005

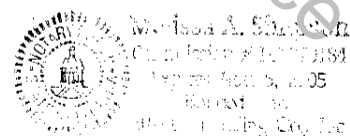


****NOTARY FOR LENDER**

STATE OF FLORIDA
COUNTY OF DUVAL

On October 21st 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **A. E. Conine, 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: November 5, 2005



This instrument was prepared by: Washington Mutual Bank, FA
Molly Schenck
Default Specialist II
7301 Baymeadows Way
Jacksonville, FL 32256
Mail Stop: JAXA2000

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EXHIBIT "A"

UNIT 9008-3B TOGETHER WITH IS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN EVERGREENS OF ORLAND CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 95892800, AS AMENDED FROM TIME TO TIME, IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office