

UNOFFICIAL COPY



~~RECORD AND RETURN TO:~~  
FIRST AMERICAN LOSS MITIGATION SERVICES  
2000 PALM BEACH LAKES BLVD., SUITE 400  
WEST PALM BEACH, FL 33409

Doc#: 0507049062  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 03/11/2005 08:31 AM Pg: 1 of 4

WHEN RECORDED MAIL TO: *MPG*  
First American Title  
P.O. Box 27670 *1963120*  
Santa Ana, CA 92799  
Attn: Recording Dept.

FHA Case No. 137-0626351  
5269571005

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this **JULY 1, 2004**  
between **DONNA R. COOPER**

("Borrower"), whose address is  
**529 South 46th Avenue**  
**Bellwood, ILLINOIS 60104**  
and  
**WASHINGTON MUTUAL BANK, F.A.**

("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  
**SEPTEMBER 29, 2000** and recorded in **Instrument No. 00805254**  
**Cook COUNTY, ILLINOIS**, and (2) the Note, in  
the original principal amount of U.S. \$ **119,019.00**, 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  
**529 South 46th Avenue**  
**Bellwood, ILLINOIS 60104**

DEC \_\_\_\_\_

*y*

**UNOFFICIAL COPY**

5269571005

the real property described is located in **Cook**  
and being set forth as follows:

**COUNTY, ILLINOIS**

**LOT 31 (EXCEPT THE SOUTH 26 FEET THEREOF) AND LOT 32 IN BLOCK 10 IN  
HULBERT'S ST. CHARLES ROAD SUBDIVISION FIRST ADDITION, A SUBDIVISION IN THE  
SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. A. P. No.: 15-08-411-087-0000**

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. \$ **127,945.34** 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 **7.125%**, from **JULY 1, 2004**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **861.99**, 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:

Dec

# UNOFFICIAL COPY


5269571005

(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.

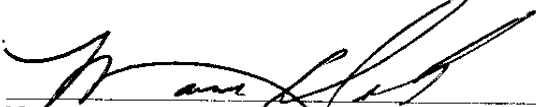
 06/08/04 (Seal)  
 \_\_\_\_\_ -Borrower  
 DONNA R. COOPER

\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower

WASHINGTON MUTUAL BANK, F.A.

 (Corporate Seal)  
 Name: \_\_\_\_\_ -Lender  
 Its: Mamie Clark

# UNOFFICIAL COPY

5269571005

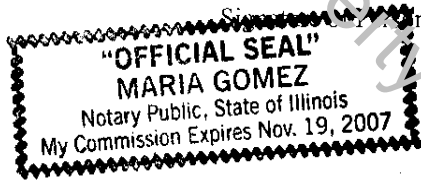
[Space Below This Line For Acknowledgment]

### BORROWER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

The foregoing instrument was acknowledged before me this June 08 2004 by



Signature of Person Taking Acknowledgment Maria Gomez

Printed Name MARIA GOMEZ

Title or Rank NOTARY

Serial Number, if any \_\_\_\_\_

### LENDER ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DUAL

The foregoing instrument was acknowledged before me this June 16, 2004 by  
of \_\_\_\_\_ the \_\_\_\_\_  
a \_\_\_\_\_, on behalf of said entity.

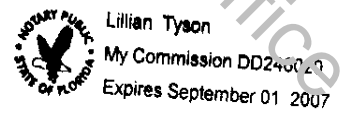
Signature of Person Taking Acknowledgment Lillian Tyson

Printed Name LILLIAN TYSON

Title or Rank CNP

Serial Number, if any DD2460020

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



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