

# UNOFFICIAL COPY



**RECORD AND RETURN TO:**

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

Doc#: 0507049063  
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 *1947328*  
Santa Ana, CA 92799  
Attn: Recording Dept.

FHA Case No. 137-2169536  
0610052581

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **JULY 1, 2004**  
between **JOHN GARCIA AND JENNIFER GARCIA**

("Borrower"), whose address is  
1989 Oxford Lane  
Hoffman Estates, ILLINOIS 60195  
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  
**JANUARY 16, 2003** and recorded in **Instrument No. 0030212179**  
**Cook** COUNTY, **ILLINOIS**, and (2) the Note, in  
the original principal amount of U.S. \$ **156,051.00**, 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  
**1989 Oxford Lane**  
**Hoffman Estates, ILLINOIS 60195**

4

**UNOFFICIAL COPY**

0610052581

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

**COUNTY, ILLINOIS**

**PARCEL 1: UNIT 2 AREA 47 LOT 6 (EXCEPT THE NORTHERLY 12.00 FEET THEREOF) AND NORTHERLY 16.00 FEET OF LOT 7 IN BARRINGTON SQUARE UNIT NO. 2 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1970 AS DOCUMENT 21323707, IN COOK COUNTY, ILLINOIS. ALSO PARCEL 2: EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AN DEFINED IN THE DECLARATION RECORDED JUNE 8, 1970 AS DOCUMENT 21178177 AND IN DECLARATION OF INCLUSION RECORDED FEBRUARY 3, 1971 AS DOCUMENT 21388236, IN COOK COUNTY, ILLINOIS. A. P. No.: 07-07-203-234-0000**

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. \$ **169,885.01** 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 **7.000 %**, from **JULY 1, 2004**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,130.25**, 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:

# UNOFFICIAL COPY

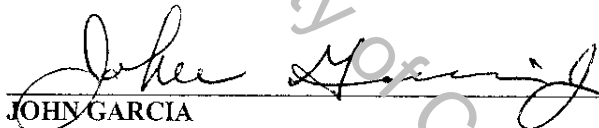
0610052581

(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.

  
\_\_\_\_\_  
JOHN GARCIA (Seal)  
-Borrower

  
\_\_\_\_\_  
JENNIFER GARCIA (Seal)  
-Borrower

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

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

WASHINGTON MUTUAL BANK, F.A.

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

# UNOFFICIAL COPY

0610052581

[Space Below This Line For Acknowledgment]

### BORROWER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

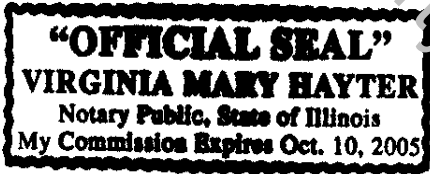
The foregoing instrument was acknowledged before me this 17th day of June 2004 by

Signature of Person Taking Acknowledgment Virginia Mary Hayter

Printed Name Virginia Mary Hayter

Title or Rank Village Clerk

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



### LENDER ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25th day of June, 2004 by \_\_\_\_\_ a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment Karen Marie Stoner

Printed Name Karen Marie Stoner

Title or Rank Certified Notary Public

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

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

Page 4 of 4

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

