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

mpg

2289015



Doc#: 0509149035
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 04/01/2005 08:27 AM Pg: 1 of 4

FHA Case No. 137-1851978
0605065606

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **FEBRUARY 1, 2005**, between **EDUARDO ZAVALA AND MAGDALENA ZAVALA**

("Borrower"), whose address is
712 South Claremont
Chicago, ILLINOIS 60612
and

Mortgage Electronic Registration Systems, Inc
as nominee for **Washington Mutual Bank, F.A.**

("Lender"), whose address is **11200 WEST PARKLAND AVENUE**
MILWAUKEE, WISCONSIN 53224

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **NOVEMBER 15, 2002** and recorded in **Instrument No. 0021316593**

Cook COUNTY, **ILLINOIS** and (2) the Note, in the original principal amount of U.S. \$ **243,600.00**, 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 **712 South Claremont**
Chicago, ILLINOIS 60612

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

COUNTY, ILLINOIS

**SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO-WIT: LOT
5 IN GEORGE N. HULL'S SUBDIVISION OF LOTS 2, 3, 4, 5 AND 6 IN BLOCK
2 IN COMMISSIONER'S SUBDIVISION OF BLOCK 15 IN MORRIS AND OTHER'S
SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS. A. P. No.: 17-18-304-024-0000**

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 **FEBRUARY 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **240,206.19** 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 **5.750%**, from **FEBRUARY 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,579.24**, beginning on the first day of **MARCH, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 01, 2027** (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 3200
MILWAUKEE, WISCONSIN 53224**
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:

HUD Modification Agreement

FAND# HUDMOD-2 Rev. 04-16-03

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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.

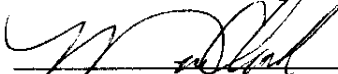

EDUARDO ZAVALA 01-22-05 (Seal)
-Borrower


MAGDALENA ZAVALA 01-22-05 (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

**Mortgage Electronic Registration Systems, Inc
as nominee for Washington Mutual Bank, F.A.**


Name: Mamie Clark (Corporate Seal)
Its: Vice President -Lender

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[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 22nd of January 2005 by Eduardo Zavala and Magdalena Zavala.

Signature of Person Taking Acknowledgment Bonifacio Racoma

Printed Name BONIFACIO RACOMA

Title or Rank Notary Public



Serial Number, if any N/A

LENDER ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of Feb 2005 by Mammie Clark the Vice President of Washington Mutual a Washington Mutual, on behalf of said entity.

Signature of Person Taking Acknowledgment Margaret E Ryals

Printed Name _____

Title or Rank _____

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**