

# UNOFFICIAL COPY

RECORD AND RETURN TO: *MPG*  
FIRST AMERICAN TITLE  
P.O. BOX 27670 *2382856*  
SANTA ANA, CALIFORNIA 92799-7670  
ATTN: SPECIAL DEFAULT SERVICES DIVISION



Doc#: 0516149033  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 06/10/2005 08:10 AM Pg: 1 of 7

*2382856*

FHA Case No. 729 131-7657071  
6162278102

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **MAY 1, 2005**  
between **LINDA M. HOFF, SINGLE**

("Borrower"), whose address is  
**12501 SOUTH YALE AVENUE  
CHICAGO, ILLINOIS 60628**  
and  
**WASHINGTON MUTUAL BANK**

("Lender"), whose address is **7255 BAYMEADOWS WAY  
JACKSONVILLE, FLORIDA 32256**

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **JUNE 15, 1994** and recorded in **Instrument No. 94545868**  
**COOK COUNTY, ILLINOIS** and (2) the Note, in  
the original principal amount of U.S. \$ **86,900.00**, 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  
**12501 SOUTH YALE AVENUE  
CHICAGO, ILLINOIS 60628**

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

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*[Handwritten signature]*

*[Handwritten mark]*

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the real property described is located in **COOK** COUNTY, ILLINOIS  
 and being set forth as follows:  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

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 **MAY 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **99,969.02** 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 **6.000 %**, from **MAY 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **612.84**, beginning on the first day of **JUNE, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 01, 2033** (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**  
**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:

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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.

  
\_\_\_\_\_  
LINDA M. HOFF (Seal)  
-Borrower

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

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

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

WASHINGTON MUTUAL BANK

  
\_\_\_\_\_  
Name: MAMIE CLARK (Corporate Seal)  
Its: VICE PRESIDENT -Lender

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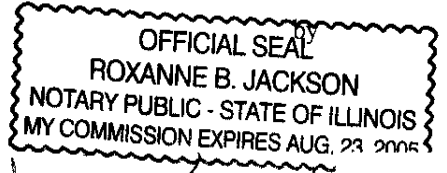
[Space Below This Line For Acknowledgment]

### BORROWER ACKNOWLEDGMENT

STATE OF Ill

COUNTY OF Cook

The foregoing instrument was acknowledged before me this  
**LINDA M. HOFF**



Signature of Person Taking Acknowledgment [Signature]

Printed Name Roxanne B. Jackson

Title or Rank Attorney/Notary

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

### LENDER ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May 2005 by  
**MAMIE CLARK**, the **VICE PRESIDENT**

of Washington Mutual

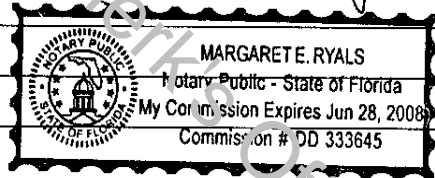
a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment [Signature]

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:**  
**SAVANNAH ROGERS**  
**WASHINGTON MUTUAL BANK**  
**7255 BAYMEADOWS WAY**  
**JACKSONVILLE, FL 32256**

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**HOFF**  
**12501 SOUTH YALE AVENUE**  
**CHICAGO, ILLINOIS 60628**  
**WASHINGTON MUTUAL BANK**

## 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.

*Linda M. Hoff* 4/26/05  
Borrower \_\_\_\_\_ Date \_\_\_\_\_  
**LINDA M. HOFF**

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

HOFF  
12501 SOUTH YALE AVENUE  
CHICAGO, ILLINOIS 60628  
WASHINGTON MUTUAL BANK

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**ERRORS AND OMISSIONS  
COMPLIANCE AGREEMENT**

In consideration of  
**WASHINGTON MUTUAL BANK**

(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.

*Linda M Hoff* 4/26/05  
\_\_\_\_\_  
LINDA M. HOFF Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## EXHIBIT "A" LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO-WIT:

LOT 1 IN BEEMSTERBOER'S RESUBDIVISION OF THE WEST 157 FEET OF LOT 12 AND THE EAST 1/2 OF LOT 13 IN ANDREW'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 14, 1954 AS DOCUMENT NO. LR1529125.

A. P. No.: **25-26-435-013-0000**

Property of Cook County Clerk's Office