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Doc#: 0532155123 Fee: \$30.50
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Cook County Recorder of Deeds
Date: 11/17/2005 10:17 AM Pg: 1 of 4

Property of Cook County

FHA Case No. 131-7176517
8009471312

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **OCTOBER 1, 2005**
between **TIMOTHY S. JAUCH AND SHELLY E. JAUCH, HUSBAND AND WIFE**

("Borrower"), whose address is
2308 SAINT JAMES STREET
ROLLING MEADOWS, ILLINOIS 60008
and
WASHINGTON MUTUAL BANK, F.A.

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

2596498

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

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **JUNE 17, 1993** and recorded in **Instrument No. 93494264**

COOK COUNTY, ILLINOIS and (2) the Note, in the original principal amount of U.S. \$ **122,827.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **1000238 0000038764** and MERS Registration Date **JULY 4, 2000**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **2308 SAINT JAMES STREET**
ROLLING MEADOWS, ILLINOIS 60008

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the real property described is located in **COOK** COUNTY, ILLINOIS
and being set forth as follows:

**LOT 434 IN ROLLING MEADOWS UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTH 1/2
OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE 3RD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION, RECORDED OCTOBER 26,
1953, AS DOCUMENT NUMBER 15753911, IN COOK COUNTY, ILLINOIS.**

PARCEL # 02-25-403-003-0000

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 **OCTOBER 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **111,202.52** 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 **8.000 %**, from **OCTOBER 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **979.14**, beginning on the first day of **NOVEMBER, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 01, 2023** (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:

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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.

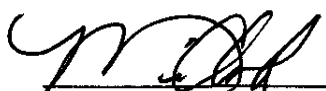

 _____ (Seal)
TIMOTHY S. JAUCH -Borrower


 _____ (Seal)
SHELLY E. JAUCH -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

WASHINGTON MUTUAL BANK, F.A.


 _____ (Corporate Seal)
 Name: **MAMIE CLARK** -Lender
 Its: **VICE PRESIDENT**

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[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

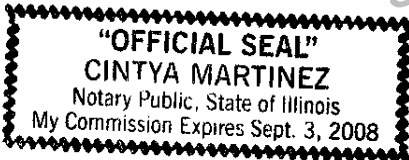
The foregoing instrument was acknowledged before me this 9-22-05 by
TIMOTHY S. JAUCH AND SHELLY E. JAUCH

Signature of Person Taking Acknowledgment *Cintya Martinez*

Printed Name Cintya Martinez

Title or Rank Notary Public

Serial Number, if any _____



LENDER ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10-11-05 by
MAMIE CLARK, the **VICE PRESIDENT**

of Washington Mutual

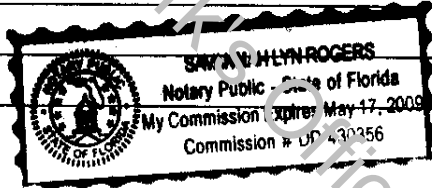
a _____, on behalf of said entity.

Signature of Person Taking Acknowledgment *Savannah Lynn Rogers*

Printed Name SAVANNAH LYNN ROGERS

Title or Rank _____

Serial Number, if any _____



HUD MERS Modification Agreement
FAND# HUDMERSMOD-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