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Doc#: 0603949057 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/08/2006 11:26 AM Pg: 1 of 5

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## LOAN MODIFICATION AGREEMENT

STATE: IL  
COUNTY: COOK

When recorded mail to:

First American Title  
Loss Mitigation Title Services-LMTS  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: MOD DEPARTMENT

TITLE#: 2687472

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

57

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~~Recorded Document To:~~  
 Washington Mutual Bank, FA  
 Tanya C. Drinks  
 Settlement Specialist II  
 7255 Baymeadows Way  
 Jacksonville, FL 32256  
 Mail Stop: JAXA2000  
 Loan # 0038947370/COLLIER  
 Investor Loan #1675268070

Mail Tax Statement To:  
 Transamerica  
 6053 S. Fashion Square Drive  
 Suite 200  
 Murray, UT 84107

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**LOAN MODIFICATION AGREEMENT**  
**PROVIDING FOR STEP INTEREST RATE**

MPG  
 2687472

This Loan Modification Agreement ("Agreement"), made this 9TH day of JANUARY, 2006 between LINDA M. COLLIER, A MARRIED WOMAN TO DALE R COLLIER ("Borrower") residing at 1277 N HICKS RD, PALATINE, IL 60067 and WASHINGTON MUTUAL BANK, FA, ("LENDER") with an address of c/o 7301 Baymeadows Way, Jacksonville, FL 32256, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated JULY 12, 2000, recorded JULY 20, 2000, as DOCUMENT NO. 00542521, in the Official Records of the Recorder of COOK County, State of ILLINOIS, in the original principal sum of \$172,500.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real personal property described in the Security Instrument and defined therein as the "Property", located at 1277 N HICKS, PALATINE, ILLINOIS 60067 the real property described being set forth as follows:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**  
**PARCEL ID NUMBER: 02-11-201-003-0000**

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. The unpaid principal balance of this Mortgage prior to the execution of the Loan Modification Agreement was \$170,226.93. As of JANUARY 1, 2006, the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$184,517.34, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the unpaid principal balance, plus interest, to the order of the Lender or as Lender directs. Interest will be charged on the unpaid principal balance for the first year at the yearly rate of 5.170% from JANUARY 1, 2006, and the Borrower promises to pay in monthly payments of principal and interest, the amount of \$1,009.79, beginning on the 1ST day of FEBRUARY, 2006. During the second year the borrower promises to make monthly payments of principal and interest of \$1,123.77 beginning on the 1ST day of FEBRUARY 2007, and shall continue thereafter on the same day of each succeeding month until principal and interest are paid in full. Interest will be charged at a rate of 6.170% from JANUARY 1, 2007 until maturity. If on JANUARY 1, 2036 ("Maturity Date"), the borrower still owes amounts under the Note and Security Instrument, the borrower shall pay these amounts in full on the Maturity Date.

**The Borrower will make such payments at P.O. Box 3200, Milwaukee, WI 53201 or at such other place as the Lender may require.**

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- 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, at its option, 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.

- 5. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

By: Linda M. Collier  
LINDA M. COLLIER- Borrower

By: DALE R. COLLIER  
DALE R. COLLIER- Borrower

By: Treana Higginbotham  
TREANA HIGGINBOTHAM - VICE PRESIDENT  
WASHINGTON MUTUAL BANK, FA

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\_\_\_\_\_(Space Below This Line for Acknowledgments)\_\_\_\_\_

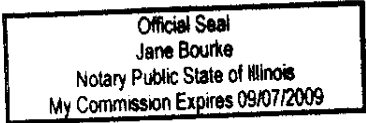
**\*\* NOTARY FOR BORROWER**

STATE OF ILLINOIS  
COUNTY OF COOK

On 1-16- 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **LINDA M. COLLIER** and **DALE R. COLLIER** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jane Bourke



My Commission Expires: 9-7-09

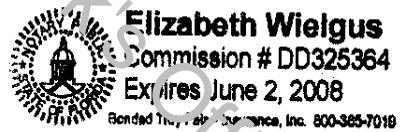
**\*\*NOTARY FOR LENDER**

STATE OF FLORIDA  
COUNTY OF DUVAL

On January 25 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **TREANA HIGGINBOTHAM**, Vice President, respectively, of **Washington Mutual Bank, FA**, personally known to me (or proved to me on the basis of satisfactory evidence), whose name is subscribed to be within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth Wielgus



My Commission Expires: 6/2/08

This instrument was prepared by: Washington Mutual Bank, FA  
Tanya C. Drinks  
Default Specialist II  
7255 Baymeadows Way  
Jacksonville, FL 32256  
Mail Stop: JAXA2000

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## EXHIBIT "A"

LOT 6 IN FERNDALE HEIGHTS UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No. 02-11-201-003-0000

Property of Cook County Clerk's Office