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Doc#: 0610747018 Fee: \$58.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds

Cook County Recorder of Deeds

Date: 04/17/2006 10:29 AM Pg: 1 of 5

PREPARED BY: MOSS, CODILIS ET AL 6560 Greenwood Plaza Blvd., Ste. 550

Loan No. 8006495793

Englewood, CO 80111

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 3rd day of April, 2003, between Keashia N. Hill, ("Borrower(s)"), and Washington Mutual Bank, FA, f/k/a Fleet Mortgage Corp, f/k/a Fleet Keal Estate Funding Corp, ("Lender") current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated November 19, 1998, made in the amount of \$59,000.00, and (2) the Security Instrument dated November 19, 1998, and recorded November 30, 1998, as Document No. 08077795, in the official records of Cook County which covers the real property described in said Security Instrument, located at: 1950 West Canal Street Apartment 2D, Blue Island, Illinois 60406 ("Property"), and more particularly described as:

SEE EXHIBIT "A" ATTACHED H :RETO AND MADE A PART HEREOF TAX ID/PARCEL NUMBER: 25314260241020

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, 2003, the amount payable under the Note and the Security Instrument is \$56,833.45 ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$5,232.63 have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over 360 months. When payments resume on June 1, 2003, the New Unpaid Principal Balance will be \$62,066.08.

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2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 6.000% from May 1, 2003, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$372.12 beginning June 1, 2003, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on May 1, 2033, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Washington Mutual Bank, FA, 2210 Enterprise Drive, SC/FL/2577, Florence, SC 29501 or at such other place that Lender may designate.

3. If all of any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and for this Agreement without further notice or demand on the Borrower(s).

- 4.Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to provisions are forever canceled, null and void, as of the date specified in paragraph one above.
- (a) all terms and provisions of the Note and Security Instrument (i) any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.
- 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/or Security Instrument. Except as expressly 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 of the instruments, as amended by this Agreement.

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BORROWER(S):

Date: April 14, 2003

Keashia D. Hill

Witness signature

Print Name

Vitness Signature

Print Name

STATE OF

COUNTY OF

On \_\_\_\_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Keashia D. Hill, [ ] personally known to me - OR - N ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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.

Signature of Notary

Printed Name

My commission expires:

OFFICIAL SEAL
MICHELLE PRICE

MY COMMISSION EXPIPES:05/05/06

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LENDER:
Date: $\frac{4124/03}{}$
Washington Mutual Bank, FA, f/k/a Fleet Mortgage Corp, f/k/a Fleet Real Estate Funding Corp, current holder of the Note and Security Instrument
BY: Marcauth Status
Margaret M. Slattery Vice President
Booky A. Weaver, Assistant Secretary
Margaret M. Slattety Vice President  Ecky A. Weaver, Assistant Secretary  Sulfated D. Faull  Witness Signature  Barbara R. Powell  Phint Name  Witness Signature  CIMMAN TAYVISON
Vitness Signature Vitness Signature
Print Name
STATE OF SOUTH CAROLINA )
COUNTY OF FLORENCE )
On APRIL 24.203, before me, the indersigned, a Notary Public in and for said State, personally appeared Margaret M. Slattery and Becky A. Weaver [ ] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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.  Signature of Notary
Signature of Notary
Paul Ingram
Printed Name
Printed Name  My commission expires:   TANUARY 17, 2013  AUBLIC  AUBLIC
WAR CAROLIN

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## **EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF BLUE ISLAND, AND DESCRIBED AS FOLLOWS:

UNIT NUMBER XIV-2D IN ISLANDER CONDOMINIUMS, AS DELINEATED ON A SURVIOR THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN PARTS OF THE FOLLOWING DESCRIBED TRACT: LOT 33 (EXCEPT THE EAST 2.38 FEET THEREOF) ALSO LOTS 34 TO 47 BOTH INCLUSIVE ALL IN PLAT OF RESUBDIVISION OF BLOCK 87, 88; THE SOUTH 1/2 OF BLOCK 89 AND 90 (EXCEPT THE WEST 70 FEET OF BLOCK 90); BLOCKS 101 AND 102 (EXCEPT THE WEST 70 FEET OF BLOCK 101); ALSO INCLUDING THAT PORTION OF VACATED EXETER STREET LYING BETWEEN BLOCK 87 AND 88 AND BETWEEN THE NORTH LINE AND THE SOUTH LINE OF SAID BLOCKS EXTENDED; ALSO THAT PORTION OF COLONADE RIGHT OF WAY, NOW VACATED, LYING SETWEEN THE SOUTH 1/2 OF SAID BLOCKS 89 AND 90 AND BETWEEN THE SOUTH LINE AND THE EAST AND WEST CENTER LINE OF SAID BLOCK UNIT NUMBER XIV-2D IN ISLANDER CONDOMINIUMS, AS DELINEATED ON A SURVEY VACATED, LYP G SETWEEN THE SOUTH 1/2 OF SAID BLOCKS 89 AND 90 AND BETWEEN THE SOUTH LINE AND THE EAST AND WEST CENTER LINE OF SAID BLOCKS EXTENDED, ALL IN PORTLAND, A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSPIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1947 AS DOCUMENT 14012612; TOGETHER WITH THAT PART OF VACATED TREMONT STREET (LINCOLN STREET) AS HEPL POFORE DEDICATED IN THE AFORESAID SUBDIVISION, LYING SOUTH OF THE WESTELLY PROLONGATION OF THE NORTH LINE OF SAID LOT 34 TO THE EAST LINE OF LOT 35 AND LYING NORTH OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF LOT 34 AFORESAID TO THE EAST LINE OF LOT 35 AFORESAID, ALSO THE WEST 820 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 1 THROUGH 10 IN BLOCK 102 TOGETHER WITH THAT PART OF TREMONT STREET LYING EAST OF AND ADJOINING SAID LOTS; ALSO LOTS 1 THROUGH 9 IN BLOCK 103 TOGETHER WITH THAT PART OF EXETER STREET LYING EAST OF AND ADJOINING SAID LOTS; ALSO LOTS 1 THROUGH 5 IN BLOCK 104, ALL IN BLUE ISLAND (FORMERLY PORTLAND) IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOTS AND STREETS THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF BROADWAY STREET AS DEDICATED BY DOCUMENT NO. 11953688) ALL IN COOK COUNTY, ILLINOIS. 9. III.
Control
Contro COUNTY, ILLINOIS.