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Doc#: 0615910036 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/08/2006 09:50 AM Pg: 1 of 5

Property of Cook County Clerk's Office  
2207907 MPG

FHA Case No. 137-1781470  
0053056552

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this JANUARY 1, 2005 between RAMON LICONA, A SINGLE PERSON AND LUCIO A. BARRERA AND MONICA GARCIA, HUSBAND AND WIFE

("Borrower"), whose address is  
3763 West 78th Street  
Chicago, ILLINOIS 60652  
and  
WASHINGTON MUTUAL BANK, F.A.

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

("Lender"), whose address is 9601 MCALLISTER FREEWAY, #140  
SAN ANTONIO, TEXAS 78216-4681  
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated AUGUST 20, 2002 and recorded in Instrument No. 0020951428  
Cook COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$ 141,700.00, 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 3763 West 78th Street Chicago, ILLINOIS 60652

RL LAB MG

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MY  
SML  
(50)  
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the real property described is located in Cook  
and being set forth as follows:

COUNTY, ILLINOIS

**LOT 4 IN BLOCK 43 IN LUETGERT'S MARQUETTE PARK TERRACE, A  
RESUBDIVISION OF BLOCKS 23, 27, 28, 33, 34, 43, 47 AND 48 IN PRICE'S  
SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS. A. P. No.: 19-26-334-050-0000**

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 **JANUARY 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **168,724.49** 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 **6.250 %**, from **JANUARY 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,038.86**, beginning on the first day of **FEBRUARY, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 01, 2035** (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 34150  
SAN ANTONIO, TEXAS 78265-4150**  
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.

  
\_\_\_\_\_  
RAMON LICONA (Seal)  
-Borrower

  
\_\_\_\_\_  
LUCIO A. BARREZA (Seal)  
-Borrower

  
\_\_\_\_\_  
MONICA GARCIA (Seal)  
-Borrower

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

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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_

by \_\_\_\_\_

Signature of Person Taking Acknowledgment \_\_\_\_\_

Printed Name \_\_\_\_\_

Title or Rank \_\_\_\_\_

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

## LENDER ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this Feb 2, 2005

by \_\_\_\_\_

of mamie Clark  
a Washington Mutual

the vice pres

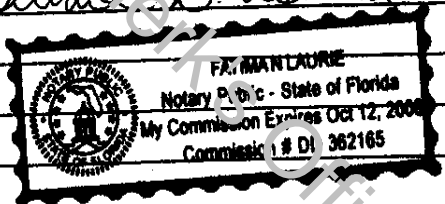
, on behalf of said entity.

Signature of Person Taking Acknowledgment Fatima O. Lawrie

Printed Name \_\_\_\_\_

Title or Rank \_\_\_\_\_

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



HUD Modification Agreement  
FAND# VAHUDMOD-4 Rev. 04-30-03

Page 4 of 4

THIS DOCUMENT WAS PREPARED BY:  
KIMBRETТА DUNCAN  
WASHINGTON MUTUAL BANK  
7255 BAYMEADOWS WAY  
JACKSONVILLE, FL 32256

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[Space Below This Line For Acknowledgment]

### BORROWER ACKNOWLEDGMENT

STATE OF

IL

COUNTY OF

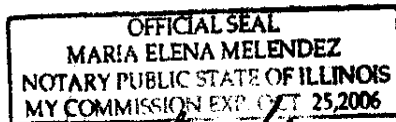
COOK

The foregoing instrument was acknowledged before me this

12-17-04

by

Ramon Licona  
Luis A Barrera  
Monica Garcia



Signature of Person Taking Acknowledgment

Printed Name

Maria Elena Melendez

Title or Rank

Notary Public

Serial Number, if any

### LENDER ACKNOWLEDGMENT

STATE OF

COUNTY OF

COOK

The foregoing instrument was acknowledged before me this

December 17 2004

by

of

the

a

, on behalf of said entity.

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any

HUD Modification Agreement

FAND# HUDMOD-4 Rev. 04-16-03

Page 4 of 4

~~THIS DOCUMENT WAS PREPARED BY:  
FIRST AMERICAN LOSS MITIGATION SERVICES  
2000 PALM BEACH LAKES BLVD., SUITE 400  
WEST PALM BEACH, FL 33409~~