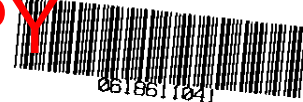


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RECORD AND RETURN TO: *MPG*
FIRST AMERICAN TITLE
P.O. BOX 27670 *2831817*
SANTA ANA, CALIFORNIA 92799-7670
ATTN: SPECIAL DEFAULT SERVICES DIVISION

Doc#: 0618611041 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/05/2006 11:37 AM Pg: 1 of 5



FHA Case No. 137-1604772
8436262698

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **APRIL 11, 2006**,
between **TERRY D. SMITH, A SINGLE MAN**

("Borrower"), whose address is
9525 SOUTH KEDZIE, UNIT 1B
EVERGREEN PARK, ILLINOIS 60805
and
WASHINGTON MUTUAL BANK, F.A.

("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
MARCH 19, 2002 and recorded in **Instrument No. 0020339546**
COOK COUNTY, ILLINOIS, and (2) the Note, in
the original principal amount of U.S. \$ **48,800.00**, 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
9525 SOUTH KEDZIE, UNIT 1B
EVERGREEN PARK, ILLINOIS 60805

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

Page 1 of 4

T.D.S.

S.C.
SY
PS
SN
m.v.
1/5

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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, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **53,157.23** 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 **7.000 %**, from **MAY 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **370.84**, beginning on the first day of **JUNE, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 01, 2032** (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:

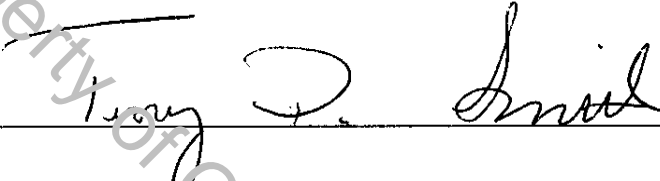
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(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(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.


TERRY D. SMITH

-Borrower

-Borrower

-Borrower

-Borrower

WASHINGTON MUTUAL BANK, F.A.


Name: WENDY A. WOODCOCK
Its: VICE PRESIDENT

Lender

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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
TERRY D. SMITH

04-21-06

by



Signature of Person Taking Acknowledgment

Maria I. Moreno

Printed Name

Maria I. Moreno

Title or Rank

Notary Public

Serial Number, if any

LENDER ACKNOWLEDGMENT

STATE OF

Florida

COUNTY OF

Doral
12806

The foregoing instrument was acknowledged before me this
WENDY A. WOODCOCK

the VICE PRESIDENT

by

of

Washington Mutual

a

, on behalf of said entity.

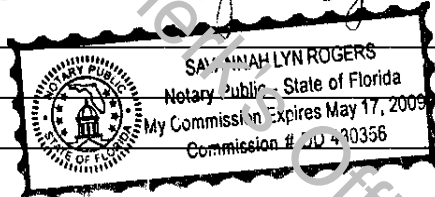
Signature of Person Taking Acknowledgment

Samantha Lyn Rogers

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:

RHONDA M. WALKER

WASHINGTON MUTUAL BANK

7255 BAYMEADOWS WAY

JACKSONVILLE, FL 32256

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LEGAL DESCRIPTION

UNIT 1-B AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 18TH DAY OF MAY, 1967 AS DOCUMENT 2325134. AN UNDIVIDED PERCENTAGE INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: THAT PART OF LOT 13 FALLING WITHIN THE WEST 175 FEET OF SECTION 12 IN KING ESTATES SUBDIVISION IN EVERGREEN PARK BEING THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

APN 24-12-100-031-1002

Property of Cook County Clerk's Office