UNOFFICIAL CO

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

Doc#: 0622213000 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/10/2006 08:17 AM Pg: 1 of 4

FHA Case No. 137-0948518 8445091237

LCAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this JUNE 9, 2006 between MICHAEL MORENOS AND LUELYNDA MORENOS, HUSBAND AND WIFE

("Borrower"), whose address is **4521 KEENEHAND COURT RICHTON PARK, ILLINOIS 60471** and WASHINGTON MUTUAL BANK, F.A.

30 MARY C/E ("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 and recorded in Instrument No. 0010524881 MAY 25, 2001 COOK COUNTY, ILLINOIS , and (2) the Note, in 89,459.00 , bearing the same date as and secured by, the original principal amount of U.S. \$ the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at **4521 KEENEHAND COURT RICHTON PARK, ILLINOIS 60471**

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

Page 1 of 4



0622213000 Page: 2 of 4

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8445091237

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

COUNTY, ILLINOIS

LOT 427 IN RICHTON HILLS SECOND ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 13, EAST THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 4, 1969 AS DOCUMENT NUMBER 2434295, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREFOR REGISTERED MARCH 12, 1969, AS DOCUMENT NUMBER 2439592, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREFOR REGISTERED ON MAY 6, 1969, AS DOCUMENT NUMBER 2449349, IN COOK COUNTY, ILLINOIS. TAX PARCEL ID NUMBER:31273080070000

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 JULY 1, 2006 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$\frac{101,232.97}{101,232.97}\$ consisting of the amount(s) loaned to the Borrower by the Lender and an 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 JULY 1, 2006

 The Borrower promises to make monthly payments of principal and interest of 0.8.\$

 716.38, beginning on the first day of AUGUST, 2006, and continuing 0.9 thereafter on the same day of each succeeding month, until principal and interest are paid in full. If on 1.9 JUNE 01, 2031 (the "Maturity Date"), the Borrower still owes amounts under the Note and 1.9 the 1.9 th

The Borrower will make such payments at

WASHINGTON MUTUAL BANK, F.A.

P.O. BOX 3200

MILWAUKEE, WISCONSIN 53201

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. I above:

HUD Modification Agreement

FAND# HUDMOD-2 Rev. 04-16-03

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0622213000 Page: 3 of 4

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8445091237

- (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.

Auf A	
Morenos	-Вопоwе
EVELYNDA MORENOS	-Воггоwе
	-Borrowe
WASHINGTON MUTUAL BANK, F.A.	-Borrower
Name: WENDY A WOODCOCK Its: VICE PRESIDENT	-Lender

0622213000 Page: 4 of 4

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HUD Modification A	greement	₩) <u></u>	
FAND# HUDMOD-4	Rev. 04-16-03	Page 4 of 4			(C)	
THIS DOCUME	NT WAS PREPA	ARED BY:				

EMERSON D. MERRIEWETHER WASHINGTON MUTUAL BANK 7255 BAYMEADOWS WAY **JACKSONVILLE, FL 32256**