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Doc#: 0631922039 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/15/2006 10:39 AM Pg: 1 of 5

Tax Parcel No.: 22-33-417-008

FHA Case No. 137-3021551  
0047426259

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **SEPTEMBER 3, 2006**  
between **SCOTT SMITH AND KIMBERLY A. SMITH, HUSBAND AND WIFE**

("Borrower"), whose address is  
**23334 WENTWORTH AVENUE**  
**STEGER, ILLINOIS 60475**  
and  
**WASHINGTON MUTUAL BANK, F.A.**

**WHEN RECORDED MAIL TO:**  
**First American Title MP**  
**P.O. Box 27670 3068038**  
**Santa Ana, CA 92799**  
**Attn: Recording Dept.**

("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  
**JULY 1, 2004** and recorded in **Instrument No. 0421201097**

**COOK** COUNTY, **ILLINOIS**, and (2) the Note, in  
the original principal amount of U.S. \$ **138,040.00**, 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  
**23334 WENTWORTH AVENUE**  
**STEGER, ILLINOIS 60475**

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

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

**COUNTY, ILLINOIS**

**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 **OCTOBER 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **143,582.23** 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 **6.250 %**, from **OCTOBER 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,114.50**, beginning on the first day of **NOVEMBER, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 01, 2024** (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 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. 1 above:

**HUD Modification Agreement**

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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.

  
 SCOTT SMITH

-Borrower

  
 KIMBERLY A. SMITH

-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 *Illinois*COUNTY OF *COOK*

The foregoing instrument was acknowledged before me this *September 13, 2006* by  
**SCOTT SMITH AND KIMBERLY A. SMITH**

Signature of Person Taking Acknowledgment

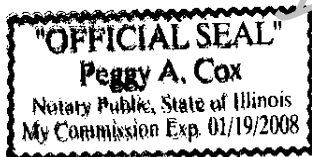
*Peggy A. Cox*

Printed Name

*Peggy A. Cox*

Title or Rank

Serial Number, if any



## LENDER ACKNOWLEDGMENT

STATE OF *FL*COUNTY OF *Duval*

The foregoing instrument was acknowledged before me this *Sept 22, 2006* by  
**WENDY A. WOODCOCK** the VICE PRESIDENT  
 of *Washington Mutual Bank*

a

, on behalf of said entity.

Signature of Person Taking Acknowledgment

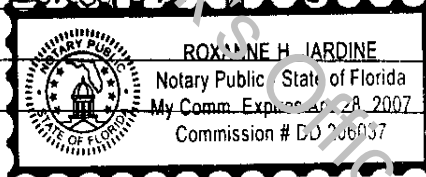
*Roxanne H. Jardine*

Printed Name

*Roxanne H. Jardine*

Title or Rank

Serial Number, if any



HUD Modification Agreement

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THIS DOCUMENT WAS PREPARED BY:

ROBERT AMAKER

WASHINGTON MUTUAL BANK

7255 BAYMEADOWS WAY

JACKSONVILLE, FL 32256

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## EXHIBIT "A"

The south 102 feet of the north 306 feet of Lot 15 in Arthur T. McIntosh and Company's first addition to State Street Farms, being a subdivision of all that part of the northeast  $\frac{1}{4}$  of section 33, (except the north 100.28 acres thereof) that lies east of the easterly right of way of Chicago Southern Railroad together with all that part of the east  $\frac{1}{2}$  of the southeast  $\frac{1}{4}$  of said section 33, that lies east of the easterly line of right of way of said Chicago Southern Railroad in township 35 north, range 14, east of the third principal meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office