

UNOFFICIAL COPY



RECORD AND RETURN TO:
FIRST AMERICAN TITLE *MPG*
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS
3074088

Doc#: 0633217135 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2006 03:01 PM Pg: 1 of 5

Tax Parcel No. 25182110260000

FHA Case No. 131-8877488
8473841719

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **OCTOBER 10, 2006**, between **RUBY WILSON, AN UNMARRIED WOMAN**

("Borrower"), whose address is
**10550 SOUTH PROSPECT
CHICAGO, ILLINOIS 60643**
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 **FEBRUARY 27, 1998** and recorded in **Instrument No. 98186472**
COOK COUNTY, ILLINOIS, and (2) the Note, in
the original principal amount of U.S. \$ **75,665.00**, 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
**10550 SOUTH PROSPECT
CHICAGO, ILLINOIS 60643**

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

Page 1 of 4

RW _____

*3/4
3/4
may
P/S
R/W*

UNOFFICIAL COPY

8473841719

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 **NOVEMBER 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **75,560.60** 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 **NOVEMBER 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **569.18**, beginning on the first day of **DECEMBER, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 01, 2028** (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:

BW

UNOFFICIAL COPY

LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED

LEGAL DESCRIPTION:

The North 48 feet of Lot 56 (except the West 98 feet thereof) in the resubdivision of Lots 8 of 14 inclusive, in Block 5, in the Blue Island Land and Building Company's Subdivision known as Washington Heights, of the West 1/4 of the Northwest 1/4 of Section 17 and the East 1/2 of the Northeast 1/4 of Section 18, Township 37 North, North 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8473841719

(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.

Ruby Wilson
RUBY WILSON

-Borrower

Ruby Wilson

-Borrower

-Borrower

-Borrower

WASHINGTON MUTUAL BANK, F.A.

Wendy A. Woodcock
Name: WENDY A. WOODCOCK
Its: VICE PRESIDENT

-Lender

UNOFFICIAL COPY

8473841719

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 10-23-2006
RUBY WILSON

"OFFICIAL SEAL"

by

ANTHONY M. RUFFINO

Notary Public State of Illinois

My Commission Expires 1/26/09

Signature of Person Taking Acknowledgment Anthony M. Ruffino

Printed Name Anthony M. Ruffino

Title or Rank Banker

Serial Number, if any _____

LENDER ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10/26/06

by

WENDY A. WOODCOCK

, the VICE PRESIDENT

of Washington Mutual

a

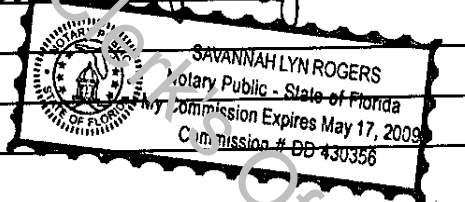
, on behalf of said entity.

Signature of Person Taking Acknowledgment Savannah Lyn Rogers

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:

SONIA ROZELLE
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256