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Doc#: 1020115069 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/20/2010 02:58 PM Pg: 1 of 7

This instrument was prepared by
KENYATA SMOTHERS
WASHINGTON MUTUAL BANK
7255 Baymeadows Way
Jacksonville, FL 32256

RECORD AND RETURN TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: UITS **5567802**

Parcel No. 09/81230310000

[Space Above This Line for Recording Data]

Original Recorded Date: **FEBRUARY 9, 2007** Fannie Mae Loan No. **12669-000-2**
Original Principal Amount: \$ **249,500.00** Loan No. **3011898982**

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **FEBRUARY, 2010** ,
between **JUAN LLUPIAN AND ANA MARIA GODINES, AS JOINT TENANTS**

("Borrower") and **JPMorgan Chase Bank, as further defined in the Addendum, which is attached hereto and incorporated herein**** ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **DECEMBER 27, 2006** and recorded in
Instrument No. 0704035085 , of the **Official** Records of
(Name of Records)

COOK COUNTY, ILLINOIS , and (2) the Note bearing the same date as, and
(County and State, or other jurisdiction)

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

1745 TOCKTON AVE, DES PLAINES, ILLINOIS 60018
(Property Address)

S y
P y
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the real property described 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 **MARCH 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **275,865.95** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first five years at the yearly rate of **2.250000 %** from **MARCH 1, 2010**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **1,142.00** beginning on the **1ST** day of **APRIL, 2010**. During the sixth year, interest will be charged at the yearly rate of **3.250000 %** from **MARCH 1, 2015**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,260.23** beginning on the **1ST** day of **APRIL, 2015**. During the seventh year, interest will be charged at the yearly rate of **4.250000 %** from **MARCH 1, 2016**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,380.14** beginning on the **1ST** day of **APRIL, 2016**. During the eighth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **5.250000 %**, from **MARCH 1, 2017**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,500.99** beginning on the **1ST** day of **APRIL, 2017** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 01, 2037**, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, 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. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) 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.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

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6. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, ILLINOIS, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 244,714.10. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 275,865.95, which amount represents the excess of the unpaid principal balance of this original obligation.

WASHINGTON MUTUAL BANK

Elizabeth Matthews (Seal)
Name: ~~PATRICK MCGROARTY~~ Elizabeth Matthews - Lender
Its: VICE PRESIDENT

Juan Lluqian (Seal)
JUAN LLUPIAN - Borrower

Ana Maria Godines (Seal)
ANA MARIA GODINES - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on MARCH 3/10 (date) by

JUAN LLUPIAN AND ANA MARIA GODINES

(name/s of person/s).

(Signature of Notary Public)



BORROWER ACKNOWLEDGMENT

STATE OF ILLINOIS Florida COUNTY OF COOK Duval

The foregoing instrument was acknowledged before me this 3-9-10 by PATRICK MCGROARTY Elizabeth, the VICE PRESIDENT of Matthews

a _____, on behalf of said entity.

Signature of Person Taking Acknowledgment

Printed Name Jakkia Mason

Title or Rank Notary

Serial Number, if any _____



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ADDENDUM TO LOAN MODIFICATION AGREEMENT

THIS ADDENDUM is made this 26TH day of FEBRUARY, 2010 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement made by the undersigned (the "Borrower") in favor of WASHINGTON MUTUAL BANK

(the "Lender") and dated the same date as this Addendum (the "Agreement").

The Borrower and the Lender enter into the Agreement with reference to the following stipulated fact:

Pursuant to a Purchase and Assumption Agreement dated September 25, 2008, JPMorgan Chase Bank, National Association acquired loans and certain other assets of Washington Mutual Bank from the Federal Deposit Insurance Corporation acting as receiver, including but not limited to the Note and Security Instrument referenced in the Agreement. Although your loan was acquired by JPMorgan Chase Bank, your loan will continue to be serviced under the name "Washington Mutual" and you will make your payments to Washington Mutual.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum.

Juan L. Lupian
Borrower
JUAN LLUPIAN

Ana M. Godines
Borrower
ANA MARIA GODINES

Borrower

Borrower

Borrower

Borrower

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D. LEGAL DESCRIPTION:

LOT 5 (EXCEPT THE WEST 29.32 FEET THEREOF) IN CARROTHERS AND BRAUN'S 2ND ADDITION TO DES PLAINES, BEING A SUBDIVISION ON THE NORTH 1/2 (EXCEPT THE SOUTH 3.5 FEET) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office