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2001-07-20 12:38:27

Cook County Recorder

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WHEN RECORDED MAIL TO:



When recorded mail to: : *Erz Stetson*
—AMERICAN DOCS
—1111 East Katella Avenue, Suite 200
—Orange, CA 92867
—(888)477-4780



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TITLE OF DOCUMENT

91080

FIXED RATE LOAN MODIFICATION AGREEMENT

Property of Cook County Clerk's Office

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Wells Fargo Home Mortgage Inc. 6317218

Loan #:

Investor Loan #: 6317218

This document was prepared by: Terri Coleman

When recorded mail to: Liz Stetson
AMERICAN DOCS
1111 East Katella Avenue, Suite 200
Orange, CA 92867
'888' 477-4780

Wells Fargo Home Mortgage Inc.
5024 Parkway Plaza, Bldg. 7, MS 125406
Charlotte, NC 28217

FIXED RATE LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective **October 26, 2000**, between **SHIRLEY D BRANDON** and ("Borrower") and **Wells Fargo Home Mortgage Inc.** ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated **May 29, 1997**, in the original principal sum of U.S. **\$143,795.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **June 3, 1997** as Document No. **97389386** in Book or Liber , at page(s) , of the Official Records of Cook County, IL. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at **1649 WOLF RD HILLSIDE IL 60162**, the real property being described as follows:

See Attachment

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the note and security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower(s) IS the occupant of the Property and are one and the same individuals(s) who executed the original instruments.

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(Continued)

2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$21,283.99 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of January 1, 2001, the amount, including the amounts which have been added to the indebtedness, payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$164,590.85.
3. The 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 8.000%, beginning January 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,507.97 (not including escrow deposit), beginning on January 1, 2001 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2030 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at Wells Fargo Home Mortgage Inc. or at such other place as the Lender may require.
4. If the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which shall be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.000% beginning on an effective date stated in the notice which is at least 30 days after the date on which the notice is delivered or mailed to the Borrower. Unless the entire indebtedness is accelerated, as specified in the Note, the Borrower shall pay such increased monthly payments of principal and interest, as adjusted for the increased rate of interest, as specified by the Lender. The Borrower acknowledges that this would constitute an increase in the rate of interest, compared to the rate of interest which would otherwise apply if the Borrower had not defaulted on this Modification.
5. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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.
6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. *[Check box if applicable.]*

1-4 Family Rider - Assignment of Rents

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(Continued)

8. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower(s) agree as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

10/31/00
Date

Shirley Brandon
Shirley Brandon Borrower

Date

Borrower

Date

Borrower

Date

Borrower

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Investor Loan No.: 0006317218

NMI Loan No.: 6317218

-Date

WELLS FARGO HOME MORTGAGE, INC.

-Lender

By: *Robert Macheski*

Robert Macheski

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]

STATE OF

Illinois

COUNTY OF

Cook



On this, the 31st day of Oct, 2000 before me personally appeared

Shirley Brandon

known to me personally to be the person(s) described in and who executed the same before me as their free act and deed.

MY COMMISSION EXPIRES:

01-22-01

Ann F. Natera
NOTARY PUBLIC, STATE OF ILLINOIS

ANN F. NATERA
PRINTED NAME OF NOTARY

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF

North Carolina

COUNTY OF

Mecklenburg

BEFORE ME, on this day personally appeared Robert Macheski

of Wells Fargo Home Mortgage

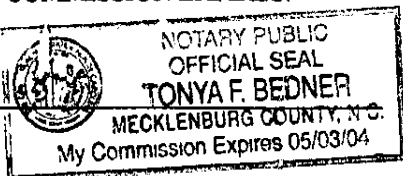
its Assistant Secretary known to me to be an officer of said corporation, being duly authorized to

commit this transaction, DEPOSES and SWEARS on this, the 1st day

of November, 2000, that the foregoing instrument was executed for the purposes and

consideration therein expressed.

MY COMMISSION EXPIRES:



Tonya F. Bedner
NOTARY PUBLIC, STATE OF North Carolina

Tonya F. Bedner
PRINTED NAME OF NOTARY

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Property of Cook County Clerk's Office

STATE OF North Carolina

Effective Date: October 26, 2000

Borrower(s): Shirley Brandon

COUNTY OF Mecklenburg

Property Address: 1649 WOLF RD HILLSIDE IL 60162

NMI Loan No.: 6317218

COMPLIANCE AGREEMENT

WELLS FARGO HOME MORTGAGE, INC successors and assigns ("Lender") in the amount of \$164,590.85, as evidenced by a Promissory Note dated October 26, 2000 and secured by the original Deed of Trust or Mortgage dated May 29, 1997 against the real property commonly known as:

1649 WOLF RD HILLSIDE IL 60162

agrees to fully cooperate with any reasonable requests made by Lender, or its agent, (1) to complete such Loan Modification; or, (2) to enable Lender to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to, any investor or institution, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, or to ensure enforceability of loan if kept in Lender's own portfolio. These requests may include, but are not limited to, all changes, corrections, re-executions or modifications of any documents related to such loan, or execution or any additional documents as may be required.

The undersigned will comply with all such requests within thirty (30) days from the date they are made by Lender or its agent. If Borrower(s) fails to meet its obligations hereunder, Borrower(s) agree to be liable for and to pay or reimburse Lender for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing losses incurred or sustained by Lender to enforce its rights hereunder and caused by such failure.

Dated this 19 day of Jan 2001

Joe A. Brandon
Witness

Bernice Gil
Witness

The foregoing Compliance Agreement was acknowledged before me this 19th day of Oct 2000 by:

Shirley Brandon
as Shirley Brandon

OFFICIAL SEAL
ANN F NATERA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/22/01

Witness my hand and official seal.

Ann F Natera
Notary Public
My commission expires: 01-22-01

RECORD & RETURN TO: Wells Fargo Home Mortgage, Inc.
5024 Parkway Plaza, Bldg. 7, MS 125406
Charlotte, NC 28217

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of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in COOK

County, Illinois:
ALL OF LOT 13 IN WOLF ROAD ADDITION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOS.

PIN: 15-20-307-013-0000

*SEE ADJUSTABLE RATE RIDER THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137

Parcel ID #: 15-20-307-013

which has the address of 1649 WOOD ROAD, HILLSIDE [Street, City],
Illinois 60162 [Zip Code] ("Property Address");

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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