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2002-10-02 09:32:29
Cook County Recorder 34.00



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RECORDING REQUESTED BY
FIRST AMERICAN TITLE CO.

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO.
3355 MICHELSON DRIVE, SUITE 250
IRVINE, CA 92612
ATTN: LOAN MODIFICATION DEPT.

THIS SPACE FOR RECORDER-S USE ONLY

LOAN MODIFICATION AGREEMENT



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

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Wells Fargo Loan #: 472-7465985
Investor Loan Number G01-001-0007465985
This document was prepared by: W42 Holly Golden
After recording please return to: Wells Fargo Home Mortgage, Inc.
Address: 4680 Hallmark Parkway
City, State, Zip San Bernardino, CA 92407

11/4/07

**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 **September 4, 2002**, between **RYAN D HORNUNG, married, CATHY C HORNUNG, married, , , ,** ("Borrower") and Wells Fargo Home Mortgage, Inc., formerly known as Norwest Mortgage, Inc., ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated **June 4, 1998**, in the original principal sum of U.S. **\$179,550.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on June 16, 1998 as Document Number 93506896 in Book number N/A, on page No. N/A, 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 **262 N LINDEN, PALATINE, IL 60067** the real property being described as follows:

02-14-414-009

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 the same individual(s) who have current vested interest in the property.
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 **\$26,710.25** have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **December 1, 2002**, 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. **\$201,741.46**.

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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 6.000%, beginning November 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,275.01 (not including escrow deposit), beginning on December 1, 2002 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2029 (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. 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.
5. 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.
6. 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 1-4 Family Rider - Assignment of Benefits

7. 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.

472-7465985

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

9-5-2002
Date

Ryan D Hornung
RYAN D HORNUNG Borrower

9-5-2002
Date

Cathy C Hornung
CATHY C HORNUNG Borrower

Date

Borrower

Date

Borrower

Property of Cook County

[Space Below This Line for Acknowledgment in Accordance With Section 15-1.2 of the Illinois Notary Public Act]

STATE OF Illinois)
COUNTY OF Cook)

On this, the 5th day of September, 2002 before me personally appeared

RYAN D HORNUNG CATHY C HORNUNG

known to me personally or proved to me on the basis of satisfactory evidence to be the person(s) whose (name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

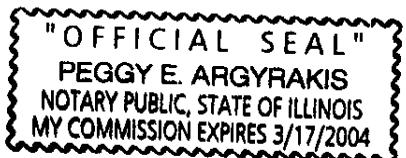
MY COMMISSION EXPIRES:

March 17, 2004

Peggy E Argyrakis
SIGNATURE OF NOTARY PUBLIC, STATE OF Illinois

Peggy E. ARGYRAKIS
PRINTED NAME OF NOTARY

402-7465985



Investor Loan No.: G01-001-0007465985

WFHMI Loan No.: 472-7465985

-Date

[Signature]
WELLS FARGO HOME MORTGAGE, INC. FKA
NORWEST MORTGAGE, INC.
-Lender

By: Ann Niles, Assistant Secretary

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF California

COUNTY OF Riverside San Bernardino



On 9-11-02 before me, Donna Lane, Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANN NILES, ASSISTANT SECRETARY
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Donna Lane
Signature of Notary Public

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D. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF PALATINE, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 87 IN ARTHUR T. MCINTOSH AND COMPANY'S FAIR GROUNDS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 15592390 ON APRIL 14, 1953 ALL IN COOK COUNTY, ILLINOIS.

LIMITATION OF LIABILITY

THIS REPORT CONTAINS INFORMATION OBTAINED FROM PUBLIC RECORDS IN THE COUNTY WHERE THE LAND IS LOCATED WHICH GIVES NOTICE OF MATTERS RELATING TO SAID LAND. EASEMENTS, RIGHTS OF WAY AND CC&R'S ARE NOT REPORTED. THIS REPORT IS NOT INTENDED TO BE, NOR SHOULD IT BE RELIED UPON AS A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE. AS A PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, THE RECIPIENT AGREES THAT FIRST AMERICAN NATIONWIDE TITLE SERVICES' SOLE LIABILITY FOR ANY LOSS OR DAMAGE ARISING BY REASON OF ANY ERROR OR OMISSION CONTAINED HEREIN SHALL BE LIMITED BY THIS PARAGRAPH.

Property of Cook County Clerk's Office