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Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 04/15/2003 12:26 PM Pg: 1 of 6

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

FIXED RATE LOAN MODIFICATION AGREEMENT



LENDERS ADVANTAGE

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

5/15/03
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MYE
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Wells Fargo Loan #:	<u>472-3529841</u>
Investor Loan Number	<u>G01-001-3529841</u>
This document was prepared by:	<u>W65 Keshia Wills</u>
After recording please return to:	<u>Wells Fargo Home Mortgage, Inc.</u>
Address:	<u>4680 Hallmark Parkway</u>
City, State, Zip	<u>San Bernardino, CA 92407</u>

**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 **March 7, 2003**, between **MICHAEL FLOWERS, married, BEVERLY FLOWERS, 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 20, 1996**, in the original principal sum of U.S. **\$124,806.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **July 24, 1996** as Document Number **96567852** 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 **4513 MADISON STREET, HILLSDALE, IL 60162** the real property being described as follows:

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 **\$21,613.66** have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **April 1, 2003**, 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. **\$145,645.56**.

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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 **8.000%**, beginning **March 1, 2003**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,091.15** (not including escrow deposit), beginning on **April 1, 2003** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 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. 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 Rents

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.

472-3529841

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

3-14-03

Date

Michael Flowers

MICHAEL FLOWERS

Borrower

3-14-03

Date

Beverly Flowers

BEVERLY FLOWERS

Borrower

Date

Borrower

Date

Borrower

[Space Below This Line for Acknowledgment in Accordance With Section 8-1.1 of the Illinois Notary Public Act]

STATE OF

ILLINOIS

COUNTY OF

COOK

On this, the 14th day of March, 2003 before me personally appeared

MICHAEL FLOWERS BEVERLY FLOWERS

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:



SIGNATURE OF NOTARY PUBLIC, STATE

OF

Veronica Key

PRINTED NAME OF NOTARY

472-3529841

UNOFFICIAL COPYInvestor Loan No.: G01-001-3529841WFMI Loan No.: 472-35298413-20-03

-Date

Jeanette Ibarra
WELLS FARGO HOME MORTGAGE, INC., FKA
NORWEST MORTGAGE, INC. -Lender

By: _____

Jeanette Ibarra , Assistant Secretary

Date _____

Witness _____

Date _____

Witness _____

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

State of CaliforniaCounty of San Bernardino

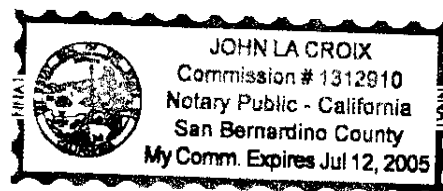
On MAR 20, 2002 before me, JOHN LA CROIX, NOTARY PUBLIC _____
 Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JEANETTE IBARRA, ASSISTANT SECRETARY
 Name(s) of Signer(s)

☒ personally known to me - OR - ☐ I 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.

John La Croix
 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 HILLSIDE, AND DESCRIBED AS FOLLOWS:

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

LOT 2 IN BLOCK 12 IN HILLSIDE MANOR UNIT 3, BEING A SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

parcel no. 15-17-100-027

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.