

# UNOFFICIAL COPY



Doc#: 0406949191  
Eugene "Gene" Moore Fee: \$38.50  
Cook County Recorder of Deeds  
Date: 03/09/2004 04:07 PM Pg: 1 of 8

**When Recorded Mail To:**  
**First American Title Insurance**  
**3355 Michelson Dr., 250**  
**Irvine, Ca 92612** 18409104  
**Attn: Recording Department**

Record and Return to:

WFHM Loan Number: 936-0011227733  
Pool Number: N/A

## FIXED RATE LOAN MODIFICATION AGREEMENT

**STATEMENT OF PREPARATION:** This document was prepared by:

Name and Title: Christine York - Borrower Counseling Representative  
Company Name: Wells Fargo Home Mortgage, Inc  
Company Address: 4680 Hallmark Parkway  
(800) 766-0987 San Bernardino, CA 92407

<i>Christine York</i>
<b>Signature of Preparing Party:</b>

**DERIVATION CLAUSE:**

Grantor:  
Grantee:

**AFFIDAVIT OF PRINCIPAL BALANCE AND CAPPED AMOUNT:**

Principal Balance on the original loan now due and owing before the Modification	= \$78,812.07
Capitalized amount on Loan Modification Agreement (Interest and Escrow)	= \$29,063.47
Maximum Principal Indebtedness secured by Loan Modification Agreement	= \$107,905.54

The property referred to in this instrument is located at:	15128 OAK
	DOLTON, IL 60419
Assessor's Property Tax Parcel Number / P.I.N.:	29-10-409-020

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Wells Fargo Loan #:	<u>936-0011227733</u>
Investor Loan Number	<u>036-001-0011227733</u>
This document was prepared by:	<u>W50 Christine York</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 **January 23, 2004**, between **TINA INEZ PEELER-MAY, un-married, , , , ,** ("Borrower") and **Wells Fargo Home Mortgage, Inc.**, ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated **October 29, 1993**, in the original principal sum of U.S. **\$86,932.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **November 1, 1993** as Document Number 93885603 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 **15128 OAK, DOLTON, IL 60419** 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 **\$29,063.47** have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **March 1, 2004**, 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. **\$107,905.54**.

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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 7.000%, beginning **February 1, 2004**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$841.46** (not including escrow deposit), beginning on **March 1, 2004** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2023** (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 Kents

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.

936-0011227733

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

01-24-2004  
Date

Tina Inez Peeler-May  
TINA INEZ PEELER-MAY Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

Property of Cook County Illinois

[Space Below This Line for Acknowledgment in Accordance with Section 15-1.1 of the Illinois Notary Public Act]

STATE OF Ill)

COUNTY OF Cook)

On this, the 26 day of January 2004 before me personally appeared

TINA INEZ PEELER-MAY

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.

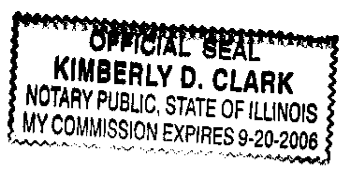
MY COMMISSION EXPIRES:

Sept 20, 2006

Kimberly D. Clark  
SIGNATURE OF NOTARY PUBLIC, STATE OF

Kimberly D. Clark  
PRINTED NAME OF NOTARY

936-0011227733

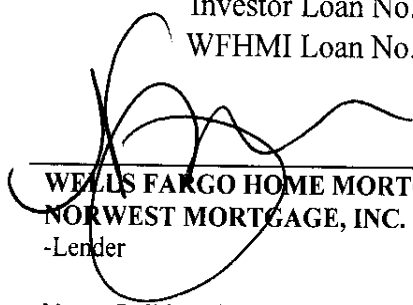


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Investor Loan No.: 036-001-0011227733

WFHMI Loan No.: 936-0011227733

2-3-04  
-Date



**WELLS FARGO HOME MORTGAGE, INC. FKA  
NORWEST MORTGAGE, INC.**  
-Lender

By: Nancy Pulido, Vice President of Loan Documentation

### (LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF California

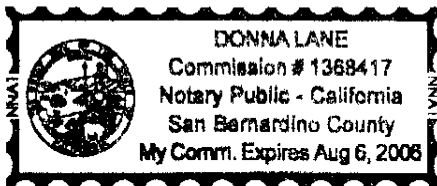
COUNTY OF San Bernardino



On 2-3-04 before me, Donna Lane  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Nancy Pulido, Vice President of Loan Documentation  
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 DOLTON, AND DESCRIBED AS FOLLOWS:**

LOT 24 IN BLOCK 5 IN CALUMET CENTER GARDENS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No.: 29-10-409-020

## 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

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STATE OF CALIFORNIA

Effective Date: \_\_\_\_\_

Borrower(s): TINA INEZ PEELER-MAY

COUNTY OF RIVERSIDE

Wells Fargo Loan #: 936-0011227733

Property Address: 15128 OAK

Investor Loan #: 036-001-  
0011227733

DOLTON, IL 60419

### COMPLIANCE AGREEMENT

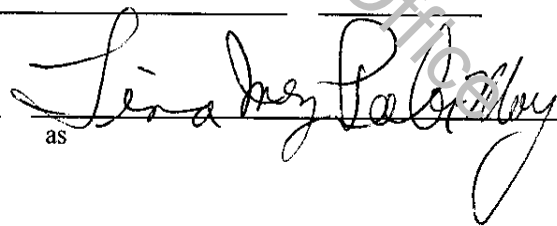
The undersigned Borrower(s), in consideration of the Loan Modification of the above-described loan by **WELLS FARGO HOME MORTGAGE, INC.** and/or its successors and assigns ("Lender") in the amount of **\$107,905.54**, as evidenced by a Modification Agreement dated and secured by the original Deed of Trust or Mortgage dated **October 29, 1993** against the real property commonly known as:

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) agrees 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 \_\_\_\_\_ day of \_\_\_\_\_

as TINA INEZ PEELER-MAY



as

as

as

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LOAN NUMBER: 936-0011227733

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**CORRECTION AGREEMENT**


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*The undersigned borrower(s), for and in consideration of the approval, closing and funding of the Modification, hereby grants WELLS FARGO HOME MORTGAGE, INC., as subservicing agent GE Capital Mortgage Services, Inc, lender, , limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be executed by the undersigned. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.*

**THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO MODIFY THE INTEREST RATE, MODIFY THE TERM, MODIFY THE OUTSTANDING PRINCIPAL BALANCE OR MODIFY THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS ON THE MODIFICATION AGREEMENT.** Any of these specified changes must be executed directly by the undersigned.

*This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification.*

\_\_\_\_\_  
TINA INEZ PEELER-MAY

*Lindsey Peeler-May*

Date:

01-24-2004