

# UNOFFICIAL COPY

**When Recorded Return To:**

First American Title Co.  
P. O. Box 27670  
Santa Ana, CA 92799-7670  
Attn: Joanne Bui  
Order#: 1815801



Doc#: 0417649073  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 06/24/2004 08:39 AM Pg: 1 of 7

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**LOAN MODIFICATION AGREEMENT**

PARCEL ID: 28-24-108-002-0000

STATE: ILLINOIS

COUNTY: COOK

Property of Cook County Clerk's Office

A small, handwritten mark or signature in the bottom right corner of the page, consisting of a few slanted lines.

**UNOFFICIAL COPY**

Wells Fargo Home Mortgage 5276533  
 Loan #:  
 Investor Loan #: 0005276533  
 This document was prepared by: Debbie Stansbury  
 After recording please return to: Wells Fargo Home Mortgage  
 Address: 5024 Parkway Plaza, Bldg. 7, (X5401-031)  
 City, State, Zip 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 **February 2, 2004**, between **Kenneth E. Givens and** ("Borrower") and **Wells Fargo Home Mortgage** ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated **June 11, 1997**, in the original principal sum of U.S. **\$69,045.35**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **June 13, 1997** as Document No. **97424468** in Book or Liber , at page(s) , of the **Official Records of State of Illinois, County of Cook, City of Markham**. 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 **16135 S. Richmond Ave., Markham, IL 60426**, 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.

**WHEN RECORDED MAIL TO:**

First American Title  
 P.O. Box 27670  
 Santa Ana, CA 92799  
 Attn: Recording Dept. 1815801

**UNOFFICIAL COPY****Fixed Rate Loan Modification Agreement**

(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 \$22,961.29 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of April 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. \$92,006.64.
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 9.000%, beginning March 1, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. \$740.31 (not including escrow deposit), beginning on April 1, 2004 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1, 2034 (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 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 9.000% 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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## Fixed Rate Loan Modification Agreement

(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].

Date	3/4/04	<i>Kenneth E. Givens</i>	Borrower
Date			Borrower
Date			Borrower
Date			Borrower

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# UNOFFICIAL COPY

LOT 53 IN BLOCK 8 IN CANTERBURY GARDEN, UNIT 2A, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel # 28-24-108-002-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Investor Loan No.: 0005276533

WFHM Loan No.: 5276533

-Date

3/30/04

WELLS FARGO HOME MORTGAGE

-Lender

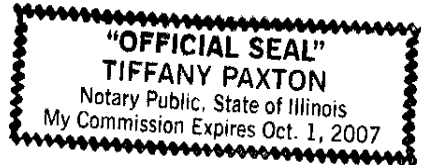
By:

Shannon Balter, Assistant Secretary

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

STATE OF Illinois )

COUNTY OF Cook )



On this, the 4th day of March, 2004 before me personally appeared

[Signature]

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:

October 1, 2007

Tiffany Paxton  
NOTARY PUBLIC, STATE OF ILLINOIS

Tiffany Paxton  
PRINTED NAME OF NOTARY

### (LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF South North Carolina )

COUNTY OF Mecklenburg York )

BEFORE ME, on this day personally appeared Shannon Balter  
of Wells Fargo Home Mortgage, Inc.

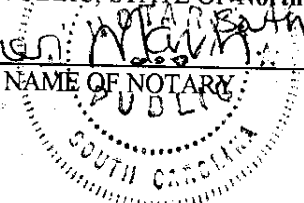
its Asst. Secretary known to me to be an officer of said corporation, being duly authorized to commit this transaction, DEPOSES and SWEARS on this, the 30th day of March, 2004, that the foregoing instrument was executed for the purposes and consideration therein expressed.

MY COMMISSION EXPIRES:

1/15/2013

[Signature]  
NOTARY PUBLIC, STATE OF North Carolina

[Signature]  
PRINTED NAME OF NOTARY



# UNOFFICIAL COPY

STATE OF North Carolina

Effective Date: February 2, 2004

Borrower(s): Kenneth E. Givens

COUNTY OF Mecklenburg

Property Address: 16135 S. Richmond Ave., Markham, IL 60426

WFHM Loan 5276533  
No.: \_\_\_\_\_

## COMPLIANCE AGREEMENT

The undersigned Borrower(s), in consideration of the Loan Modification of the above-described loan by **WELLS FARGO HOME MORTGAE** and/or its successors and assigns ("Lender") in the amount of \$92,006.64, as evidenced by a Promissory Note dated February 2, 2004 and secured by the original Deed of Trust or Mortgage dated June 11, 1997 against the real property commonly known as:

16135 S. Richmond Ave. Markham, IL 60426

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 4<sup>th</sup> day of March

Edward D. Braden  
Witness

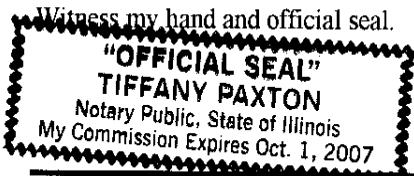
Janne D. Givens  
Witness

The foregoing Compliance Agreement was acknowledged before me this 4<sup>th</sup> day of Mar, 2004, by:

as Kenneth E. Givens

Kenneth Givens 3/4/04  
as

Tiffany Paxton  
Notary Public  
My commission expires: October 1, 2007



RECORD & RETURN TO: Wells Fargo Home Mortgage  
5024 Parkway Plaza, Bldg. 7, MAC X5401-031  
Charlotte, NC 28217