UNOFFICIAL COMMINIMAN

Doc#: 0719317033 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 07/12/2007 12:05 PM Pq: 1 of 4

When recorded mail to: /// PC-First American Title Lenders Advantage Loss Mitigation Title Services- LMTS 1100 Superior Ave., Ste 200 Cleveland, OH 44115 3 480750 Attn: National Recordings 1120

Tax Parcel No.: 20-34-105-013	3	
100	[Space Above This Line for Recording Data]	
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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Original Note Amount: \$ 132,800.00 Original Recorded Date: JULY 29 2003

This Loan Modification Agreement ("1. greement"), made this 30TH day of APRIL, 2007 between ARTHUR C. YOUNG AND ELAINE D. YOUNG, HUSBAND AND WIFE, AS TENANTS IN COMMON

("Borrower") and WELLS FARGO BANK AS TRUSTFE FOR OPTION ONE MORTGAGE

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JULY 15, 2005 and recorded in Instrument No. 0521005455, of the Official Records of [Name of Records]

COOK COUNTY, ILLINOIS

[County and State, or other Jurisdiction] and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

7937 S CALUMET AVENUE, CHICAGO, ILLINOIS 60619

[Property Address]

the real property described being set forth as follows:

LOT 21 IN WAKEFORD THIRTEENTH ADDITION, BEING ALBERT R. BARNES; SUBDIVISION OF BLOCK 1 OF WEBSTER'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CCOK COUNTY, ILLINOIS.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument FAND# 3179 Rev. 02-09-07

Form 3179 1/01 (rev. 6/06) (page 1 of 4)

and (2) the Note, bearing the same date as,



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In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

- As of MAY 1, 2007 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 141,278.03 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of . Borrower promises to make monthly payments of principal from MAY 1, 2007 and interest of U.S. \$ 1,479.71 , beginning on the 1ST day of JUNE, 2007 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of % will remain in effect until principal and interest 8.450 is raid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on AUGUST 01, 2020 (the "Maturity Date"), of a rower still owes amounts under the Note and the Security Instrument, as amended by this Agreement. Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at 6501 IRVINE CENTER DRIVE IRVINE, CALIFO RNIA. 92618 or at such other place as Lender may require.

- 3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural pe sor and a beneficial interest in Borrower is sold or transferred) without Lender's prior written cor sert, Lender may require immediate payment in full of all sums secured by the Security Instrument.
 - 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 this 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.
- 4. Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument FAND# 3179-2 Rev. 02-09-07

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- If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

WELLS FAP GO B ANK AS TRUSTEE FOR OPTION ONE MORTGAGE	
Coly Ody	-Lender
By: JAMES DAYS VICE PRESIDENT	
With Claus	
Apthur d. young / Solaine D. Hosens	- Borrower
ELAINE D. YOUNG	- Borrower
	Office

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	[Space Below This Line for Acknowledgments]	
STATE OF ININO	15 COUNTY OF (00 K	
The foregoing instrument ARTHUR C. YOUNG AND	t was acknowledged before me this 05/04/07 ELAINE D. YOUNG	by
Signature of ^p erson of	Taking Acknowledgment Aluse Barnes	
OFFICIAL SEAL DENISE BARNES Notary Public - State of Illinois My Commission Expires Feb 06, 2011	Printed Name DENISE BARNES Title or Rank HUMAN RESOURS N Serial Number, if any	Br
	LENDER ACKNOWLEDGMENT	
STATE OF Florid	da county of DUV a	
The foregoing instrument JAMES DAVIS of Option Of	t was acknowledged before me this 06/18/07 the VICE PRESIDENT LP, Wells Fango as + Ruster	by
a Corporati	——————————————————————————————————————	,
Signature of Person	Taking Acknowledgment Couth UJ Pawa	
	Printed Name COURTURY PORKISY)
···	Title or Rank	
COURTNEY PARRISH Notary Public - State of Florida My Commission Expires Mar 16, 2009 Commission # DD 408117	Serial Number, if any	

THIS DOCUMENT WAS PREPARED BY: COURTNEY PARRISH

Wells fargo bank as trustee for option one mortgage ${\bf 3}~{\bf ADA}$

IRVINE, CALIFORNIA 92618

12531676 YOUNG

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FIRST AMERICAN LENDERS ADVANTAGE MODIFICATION AGREEMENT