

# UNOFFICIAL COPY

When recorded mail to: *MPG*  
First American Title Lenders Advantage  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44115 *3569382*  
Attn: National Recordings 1120



Doc#: 0721202215 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/31/2007 02:24 PM Pg: 1 of 5

KING  
12768711 IL  
FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT

Tax Parcel No. 16 09-213-010-0000

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Loan No. 1205052672

Fannie Mae Loan No. 401491920

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Original Note Amount: \$ 178,100.00

Original Recorded Date: JULY 6, 2004

This Loan Modification Agreement ("Agreement"), made this 22ND day of MAY, 2007, between EVELYN KING

("Borrower") and WELLS FARGO BANK, N.A.

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JUNE 24, 2004 and recorded in Instrument No. 0418841279, of the Official Records of

[Name of Records]

COOK COUNTY, ILLINOIS

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

[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

5029 W. ERIE STREET, CHICAGO, ILLINOIS 60644

[Property Address]

the real property described being set forth as follows:

LOT 3 IN CHRIST SERUM'S SUBDIVISION OF LOTS 106, 107, 108, 109, 110, 111 AND 112 IN THE SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 379.75 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

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1205052672

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):

1. As of **JULY 1, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **193,349.68**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. 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 **11.050** %, from **JULY 1, 2007**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,876.73**, beginning on the **1ST** day of **AUGUST, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **11.050** % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **JULY 01, 2034** (the "Maturity Date"), Borrower 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 **3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SOUTH CAROLINA 29715** 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 person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, 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.

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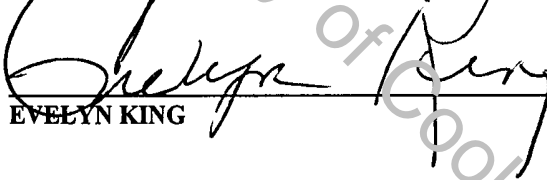
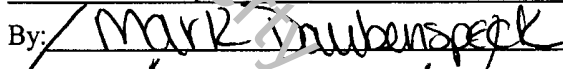
- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
  
- 6. 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 FARGO BANK, N.A.



-Lender

By:



EVELYN KING

-Borrower

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[Space Below This Line for Acknowledgments]

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 5th July 2007 by EVELYN KING

Signature of Person Taking Acknowledgment

*Evelyn King*

Printed Name

*Curley J. Harris*

Title or Rank

*Curley J. Harris*

*Notary*

Serial Number, if any



### LENDER ACKNOWLEDGMENT

STATE OF South Carolina COUNTY OF York

The foregoing instrument was acknowledged before me this 18th July 2007 by Mark Dawsenspeck of Wells Fargo the VP

a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment

*Susan C. Henson*

Printed Name

*Susan C. Henson*

Title or Rank

Serial Number, if any



**THIS DOCUMENT WAS PREPARED BY:**  
**SARAH BORTEY**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SOUTH CAROLINA 29715**

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## STATEMENT OF PREPARATION

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY ONE OF THE PARTIES IN THE WITHIN INSTRUMENT.

As Director S. Borquez

Name

Modification Specialist

First American Title

3 First American Way

Santa Ana, CA 92707

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