

Tax Parcel No.: 13-31-326-015-0000

[Space Above This Line for Recording Data]

#13543415

Loan No. 7080153962287

Fannie Mae Loan No. 30086150

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Original Note Amount: \$ 264,000.00

Original Recorded Date: AUGUST 31 2006

This Loan Modification Agreement ("Agreement"), made this 27TH day of SEPTEMBER, 2007, between BRIAN C. BUTLER AND RONALD N. BUTLER, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY

("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 JULY 26, 2006 and recorded in Instrument No. 0624313000, of the Official Records of

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

1648 N. NEWCASTLE AVENUE, CHICAGO, ILLINOIS 60707

(Property Address)

the real property described being set forth as follows:

LOT 3 IN BLOCK 15 IN J. E. WHITE'S SECOND RUTHERFORD PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 22.28 CHAINS THEREOF) IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

7080153962287

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 **NOVEMBER 1, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **279,336.94**, 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 **9.625** %, from **NOVEMBER 1, 2007**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,392.53**, beginning on the **1ST** day of **DECEMBER, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **9.625** % will remain in effect until principal and interest are paid in full. If on **AUGUST 01, 2036** (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.
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.

UNOFFICIAL COPY

7080153962287

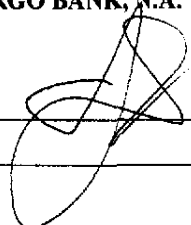
5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.


UNOFFICIAL COPY

7080153962287

WELLS FARGO BANK, N.A.

By:  ANA CS Snyder -Lender


 BRIAN C. BUTLER -Borrower


 RONDA N. BUTLER -Borrower

_____-Borrower

_____-Borrower

_____-Borrower

_____-Borrower

Property Cook County Clerk's Office

UNOFFICIAL COPY

Ronda N. Butler
Brian C. Butler

7080153962287

[Space Below This Line for Acknowledgments]

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this October 30 2007 by
BRIAN C. BUTLER AND RONDA N. BUTLER

Signature of Person Taking Acknowledgment

Curley J. Harris

Printed Name

Curley J. Harris

Title or Rank

Notary

Serial Number, if any



LENDER ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF WISCONSIN

The foregoing instrument was acknowledged before me this November 7 2007 by
ES Snyder, the AVP
of Wells Fargo
a

on behalf of said entity.

Signature of Person Taking Acknowledgment

Barbara Peterson

Printed Name

BARBARA J. Peterson

Title or Rank

NOTARY 9/29/09

Serial Number, if any

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

Nata Evans

When recorded mail to: *MPG*
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 *3770529*
Attn: National Recordings 1120