

# UNOFFICIAL COPY

~~RECORD AND RETURN TO:~~  
FIRST AMERICAN TITLE  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670  
ATTN: LMTS



Doc#: 0735304014 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/19/2007 09:01 AM Pg: 1 of 4

FHA Case No. 0108828500  
9368016540935

## LOAN MODIFICATION AGREEMENT

APN: 20-20-400-008-0000  
Original Recorded Date: JANUARY 23, 2002

This Loan Modification Agreement ("Agreement"), made this **AUGUST 29, 2007**  
between **CATHERINE SMITH**

When recorded mail to: *MPG*  
First American Title Lenders Advantage  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44115 *3721244*  
Attr: National Recordings 1120

("Borrower"), whose address is  
**6721 S. PEORIA STREET  
CHICAGO, ILLINOIS 60621**  
and  
**WELLS FARGO BANK, N.A.**

("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-05K  
FORT MILL, SOUTH CAROLINA 29715**

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated  
**JANUARY 11, 2002** and recorded in **Instrument No. 0020089655**  
**COOK COUNTY**, **ILLINOIS**, and (2) the Note, in

the original principal amount of U.S. \$ **74,172.00**, bearing the same date as, 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 **SMITH**  
**6721 S. PEORIA STREET** **IL**  
**CHICAGO, ILLINOIS 60621**



**FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT**



HUD Modification Agreement  
FAND# HUDMOD Rev. 10-20-06

CS

**UNOFFICIAL COPY**

9368016540935

the real property described is located in **COOK COUNTY,**  
and being set forth as follows:

**ILLINOIS**

**LOT 84 IN BLOCK 1 IN BENEDICT'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. City of Chicago**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or 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. \$ **90,700.07** consisting of the amount(s) loaned to the Borrower by the Lender, escrows and any interest capitalized to date.

2. 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 **6.500 %**, from **OCTOBER 1, 2007**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **573.29**, beginning on the first day of **NOVEMBER, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 01, 2037** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SOUTH CAROLINA 29715**  
or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

**HUD Modification Agreement**

FAND# WFHUDMOD-2 Rev. 03-16-05

Page 2 of 4

CS

# UNOFFICIAL COPY

9368016540935

(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; and

(b) all terms and provisions of any adjustable rate rider, 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.

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.

*Catherine Smith*

CATHERINE SMITH

-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

WELLS FARGO BANK, N.A.

*Shella Post*

*11/27/07*

(Corporate Seal)

Name: *Shella Post*

-Lender

Its: *V.P. of Loan Documentation*

# UNOFFICIAL COPY

9368016540935

[Space Below This Line For Acknowledgment]

### BORROWER ACKNOWLEDGMENT

STATE OF Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me this 9/21/07 by  
**CATHERINE SMITH**

Signature of Person Taking Acknowledgment Mittie Stewart  
Printed Name Mittie STEWART  
Title or Rank CASHIER  
Serial Number, if any \_\_\_\_\_

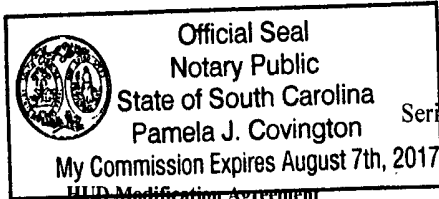


### LENDER ACKNOWLEDGMENT

STATE OF South Carolina COUNTY OF York

The foregoing instrument was acknowledged before me this 11/21/07 by  
Shellea Pastors, the  
of Wells Fargo Bank NA,  
a National,  
W.F. Loan documentation  
on behalf of said entity.

Signature of Person Taking Acknowledgment Pamela J Covington  
Printed Name Pamela J Covington  
Title or Rank Notary  
Serial Number, if any \_\_\_\_\_



FAND# HUDMOD-4 Rev. 04-16-03

Page 4 of 4

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