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Doc#: 0802306033 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/23/2008 12:22 PM Pg: 1 of 4

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

FHA Case No. 0000000000
7080145189486

LOAN MODIFICATION AGREEMENT

Original Recorded Date: JULY 15, 2005

This Loan Modification Agreement ("Agreement"), made this **AUGUST 15, 2007**
between **JOSE RUVALCABA AND MARIA RUVALCABA, HUSBAND AND WIFE,**
NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS
BY THE ENTIRETY

("Borrower"), whose address is
8227 S. LUNA AVENUE
BURBANK, ILLINOIS 60459
and
WELLS FARGO BANK, N.A.

RUVALCABA
13855932 **IL**
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K**
FORT MILL, SOUTH CAROLINA 29715
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
JUNE 28, 2005 and recorded in **Instrument No. 0519614245**
COOK COUNTY, **ILLINOIS**, and (2) the Note, in
the original principal amount of U.S. \$ **268,975.00**, 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
8227 S. LUNA AVENUE
BURBANK, ILLINOIS 60459

When recorded mail to: *MPG*
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 *3093288*
Attn: National Recordings 1120

APN: 19-33-103-050-0000
HUD Modification Agreement
FAND# HUDMOD Rev. 10-20-06

YR MAR.

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

**LOT 5 IN THE LUNA AVENUE RESUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF
THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. CITY OF BURBANK**

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. \$ **266,658.05** 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 **6.000 %**, from **OCTOBER 1, 2007**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,250.21**, 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, 2022** (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:

J.R. MAR.

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(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.

Jose Ruvalcaba

JOSE RUVALCABA

-Borrower

Maria Ruvalcaba

MARIA RUVALCABA

-Borrower

-Borrower

-Borrower

WELLS FARGO BANK, N.A.

Shella Foster

Name: *Shella Foster*

11/26/07

(Corporate Seal)

-Lender

Its: *V.P. of loan documentation*

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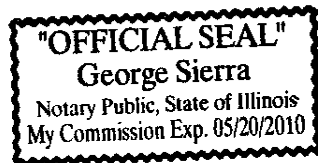
[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 25th DAY of September 2007 by
JOSE RUIZ ALCABA AND MARIA RUIZ ALCABA,
HUSBAND AND WIFE



Signature of Person Taking Acknowledgment [Signature]

Printed Name George Sierra

Title or Rank Notary Public

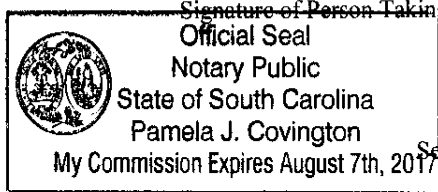
Serial Number, if any _____

LENDER ACKNOWLEDGMENT

STATE OF South Carolina

COUNTY OF York

The foregoing instrument was acknowledged before me this 11/29/07 by
of Shelley Huston, the
Wells Fargo Bank, N.A. VP. of loan documentation
a National Association, on behalf of said entity.



Signature of Person Taking Acknowledgment [Signature]

Printed Name Pamela J. Covington

Title or Rank Notary

Serial Number, if any _____

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