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Doc#. 0804408148 fee: \$40.00
Date: 07/13/2008 08:00 AM Pg: 1 of 4
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

When recorded mail to: *MPG*
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 *3552506*
Attn: National Recordings 1120

FHA Case No. 0047374202
9360254871015

LOAN MODIFICATION AGREEMENT

Original Recorded Date: DECEMBER 2, 2003

This Loan Modification Agreement ("Agreement"), made this **APRIL 28, 2007**
between **ERIC HARTMANN, A DIVORCED MAN, AND HEATHER MCLAIN, AN**
UNMARRIED WOMAN, NOT AS TENANTS IN COMMON BUT AS JOINT
TENANTS

("Borrower"), whose address is
425 HOLLY DRIVE
STREAMWOOD, ILLINOIS 60107
and
WELLS FARGO BANK, N.A.

MCLAIN
10021824 **IL**
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03 K**
FORT MILL, SOUTH CAROLINA 29715
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
OCTOBER 30, 2003 and recorded in **Instrument No. 0333626225**
COOK COUNTY, **ILLINOIS**, and (2) the Note, in
the original principal amount of U.S. \$ **164,430.00**, 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
425 HOLLY DRIVE
STREAMWOOD, ILLINOIS 60107

[Signature]

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

ILLINOIS

**LOT 790 IN WOODLAND HEIGHTS UNIT 2 BEING A SUBDIVISION IN SECTION 23 AND 26
TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE NOVEMBER 28, 1958 AS
DOCUMENT 17389928, IN COOK COUNTY, ILLINOIS.**

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 **JULY 1, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **174,273.23** 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 **JUNE 1, 2007**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,097.11**, beginning on the first day of **JULY, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 01, 2033** (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:



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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.

ERIC HARTMANN

6-5-07

-Borrower

HEATHER MCLAIN

Heather McLain aka Heather Hartman 6/5/07

-Borrower

-Borrower

-Borrower

WELLS FARGO BANK, N.A.

Name:

Its:

Jonny I. Beden

8-20-07

(Corporate Seal)

-Lender

HUD Modification Agreement

FAND# WFHUDMOD-3 Rev. 08-17-05

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[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF IllinoisCOUNTY OF COOK

The foregoing instrument was acknowledged before me this 5th of June 2007 by
ERIC HARTMANN AND HEATHER MCLAIN

Signature of Person Taking Acknowledgment

Cherish M. Walsh

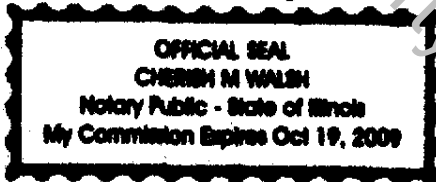
Printed Name

Cherish M. Walsh

Title or Rank

Notary Public

Serial Number, if any

636784

LENDER ACKNOWLEDGMENT

STATE OF South CarolinaCOUNTY OF York

The foregoing instrument was acknowledged before me this 8.20.07 by
Tonya G. Baker, the
 of Wells Fargo Bank, N.A. W.F. of loan documentation
 a National Association, on behalf of said entity.

Signature of Person Taking Acknowledgment

Carolyn Williams

Printed Name

Carolyn Williams

Title or Rank

Notary

Serial Number, if any

HUD Modification Agreement

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

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THIS DOCUMENT WAS PREPARED BY:

TAQUE THOMAS

WELLS FARGO BANK, N.A.

3476 STATEVIEW BLVD, MAC# X7801-03K

FORT MILL, SOUTH CAROLINA 29715



Commission
 Expires: 9/5/12