

# UNOFFICIAL COPY



Doc#: 0806504140 Fee: \$44.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/05/2008 01:11 PM Pg: 1 of 5

When recorded mail to: *MPG*  
First American Title Lenders Advantage  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114 *3978848*  
Attn: National Recordings 1120

Tax Parcel No.: *06-31-208-016-0000*

[Space Above This Line for Recording Data]

Original Principal Amount: \$ 403,945.00

Loan No. 7080143231595

Original Recorded Date: OCTOBER 12, 2005

Fannie Mae Loan No. 143231595

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29TH day of JANUARY, 2008, between JOSEPH R. BURKE AND LISA BURKE, HUSBAND AND WIFE, NOT IN TENANCY IN COMMON, NOT AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, 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 SEPTEMBER 23, 2005 and recorded in Instrument No. 0528533171

, of the Official Records of (Name of Records)

COOK COUNTY, ILLINOIS

(County and State, or other Jurisdiction)

and (2) the Note, 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

367 VERONICA CIRCLE, BARTLETT, ILLINOIS 60103

(Property Address)

BURKE  
14168892  
IL  
FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT

the real property described being set forth as follows:

LOT 191 IN HERONS LANDING UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 2004 AS DOCUMENT NUMBER 0417331079, IN COOK COUNTY, ILLINOIS.

**UNOFFICIAL COPY**

7080143231595

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 **MARCH 1, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **442,802.80**, 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 **8.950** %, from **MARCH 1, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **3,611.24**, beginning on the **1ST** day of **APRIL, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **8.950** % will remain in effect until principal and interest are paid in full. If on **OCTOBER 01, 2035** (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

7080143231595

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

7080143231595

WELLS FARGO BANK, N.A.

Amy Washington 2/11/08 -Lender  
 By: Amy Washington

Joseph R. Burke 2/4/08 -Borrower  
 JOSEPH R. BURKE

Lisa Burke 2/4/08 -Borrower  
 LISA BURKE

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

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

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

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

*[Handwritten initials/signature]*

# UNOFFICIAL COPY

7080143231595

[Space Below This Line for Acknowledgments]

STATE OF IL

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2008 by **JOSEPH K. BURKE AND LISA BURKE**

Signature of Person Taking Acknowledgment *Anita Maria Filippelli*

Printed Name Anita Maria Filippelli

Title or Rank Notary Public

Serial Number, if any \_\_\_\_\_

Commission Expires 05/22/2010  
Anita Maria Filippelli  
Notary Public in and for the State of Illinois

### LENDER ACKNOWLEDGMENT

STATE OF South Carolina COUNTY OF York

The foregoing instrument was acknowledged before me this 2/11/08 by Amy Washington, the VP of Loan Documentation of Wells Fargo Bank, N.A., a National Association, on behalf of said entity.

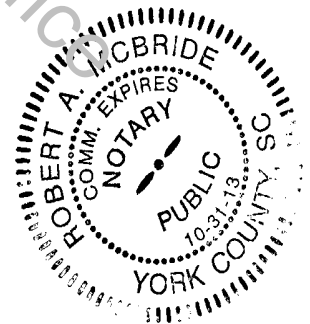
Signature of Person Taking Acknowledgment \_\_\_\_\_

Printed Name Robert A. McBride

Title or Rank Notary

Serial Number, if any N/A

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



*Handwritten initials*