

When recorded mail to: **MPG**
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 **3999904**
Attn: National Recordings 1120

Tax Parcel No.: 31-23-108-016-0000

[Space Above This Line for Recording Data] **# 37249024**
Original Principal Amount: \$ 292,500.00 Loan No. 1205062914
Original Recorded Date: JULY 20, 2004 Fannie Mae Loan No. 401698790

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **8TH** day of **FEBRUARY, 2008**,
between **ANNIE M. SMITH AND MIA B. SMITH, NOT IN TENANCY IN COMMON, BUT IN**
JOINT TENANCY



SMITH

37249024

IL

("Borrower") and **WELLS FARGO BANK, N.A.** **FIRST AMERICAN ELS**
MODIFICATION AGREEMENT

("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 20, 2004** and recorded in **Instrument No. 042310098**, 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

1044 EVERGREEN CIRCLE, OLYMPIA FIELDS, ILLINOIS 60461

(Property Address)

the real property described being set forth as follows:

LOT 8 IN A.T. MCINTOSH AND COMPANY PINE WOODS SUBDIVISION OF LOTS 9 AND 10 (EXCEPT THE EAST 12 FEET THEREOF) DIVISION OF PARTS OF SECTION 23 TOWNSHIP 35 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT N0363807 IN BOOK 88 OF PLATS PAGE 16 IN COOK COUNTY, ILLINOIS.

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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. \$ **332,806.14**, 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 **5.000** %, from **MARCH 1, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,893.47**, 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 **5.000** % will remain in effect until principal and interest are paid in full. If on **AUGUST 01, 2034** (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.

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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.

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WELLS FARGO BANK, N.A.

Mark Dawbenschpeck -Lender

By: Mark Dawbenschpeck, VP

Annie M. Smith -Borrower
ANNIE M. SMITH

Mia B. Smith -Borrower
MIA B. SMITH

_____-Borrower

_____-Borrower

_____-Borrower

_____-Borrower

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[Space Below This Line for Acknowledgments]

STATE OF Illinois

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 15th - Feb - 2008 by ANNIE M. SMITH AND MIA B. SMITH



Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any

Margery M. Black
Margery Black
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA COUNTY OF YORK

The foregoing instrument was acknowledged before me this 4-23-08 by MARK DAMBENSIECK, the VP

of

a

, on behalf of said entity.

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any

Robert A. McBride
Robert A. McBride
Notary
N/A

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

