# Doc#. 0816836112 fee: \$54.00 Date: 061672008 1D:37 AM Pg: 1 of 5 Conty 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 44115 373770 9
Attn: National Recordings 1120

Tax Parcel No.: 25-03-715-048-0000
[Space Above This Line for Recording Data]

0021792627

### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Original Note Amount: \$ 256,500.01 Original Recorded Date: JULY 13, 2006

This Loan Modification Agreement ("Agreen ent"), made this 18TH day of SEPTEMBER, 2007, between MARCIA BRADFIELD, AN UNMAP SIED WOMAN

## ("Borrower") and WELLS FARGO AS TRUSTEE FOR OUT!ON ONE MORTGAGE

("Lender"), amends and supplements (1) the Mortgage, Deed of Frust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JUNE 22, 2006 and recorded in Instrument No. 0619427003 , of the Official (Name of Resords)

#### **COOK COUNTY, ILLINOIS**

(County and State, or other Jurisdiction)
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

#### 9311 S WABASH AVE, CHICAGO, ILLINOIS 60620

(Property Address)

the real property described being set forth as follows:

LOT 4 (EXCEPT THE NORTH 10 FEET THEREOF) AND THE NORTH 15 FEET OF LOT 5 IN BLOCK 1 IN H.C. SCHLACK'S SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE NORTH 100 FEET OF THE WEST 220 FEET THEREOF) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument FAND# 3179 Rev. 08-13-07

Form 3179 1/01 (rev. 6/06) (page 1 of 5)

and (2) the Note, bearing the same date as,

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

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#### 0021792627

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 OCTOBER 1, 2007 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 262,789.45 , 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 7.500 %, from OCTOBER 1, 2007. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,859.09, beginning on the 1ST day of NOVEMBER, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in P.A. If on JULY 01, 2036 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts it 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 tays 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 active or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreer cats, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow iteras, 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.

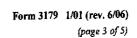
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- Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in 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 1ght 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 Instrumen', 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 AS TRUSTEE FOR OPTION ONE MORTGAGE	
	Lender
By: JAMES DAVIS, VICE PRESIDENT	
Marco Bullind 22 Sep 07	
MARCIA BRADILE D	nrrower
-Bo	rrower
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· C	- ·-
	orrower
-Bo	orrower
-P <sub>2</sub> (	orrower
-Во	orrower

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			00217	92627
	[Space Below T	his Line for Acknowled	lgments]	<u></u>
STATE OF	TILLINOIS	COUNTY OF	COOK	
The foregoing MARCIA BLADI	g instrument was acknowled	ged before me this	Sept	22, 2007 by
······	e of Person Taking Acknow	edgment	566 <u>5</u>	BRANTLEY
OFFICIAL SEAL SHIRYL D BRANTLE	Y Title	or Rank	Not	gny
NOTARY PUBLIC - STATE OF MY COMMISSION EXPIRES:	ILLINOIS \$			
······	LENDER	CKNOWLEDGME	NT	
STATE OF FLO	CRIDA	COUNTY OF	DUVAL	
The foregoin	g instrument was acknowled	ged before mo this (the VICI Fの足 () Pではない C	2-20-08 EPRESIDENT NO MORTI	by SAGE
a CORPOR			of said entity.	•
•	e of Person Taking Acknow	ledgment Correct	Cale	15
C	Print	ed Name ( )	1 +44 - 7	(EZ)
	Title	or Rank NOTAR	y Public	
	Serial Numb	er, if any	<u> </u>	<u>, (2)</u>
			Notary Public My Commissio Commissio	C. HARLEY C State of reside n Expires Jul 11 (2011) on # DD 694118 h National Notary Asen.
THIS DOCUME	NT WAS PREPARED BY	}		

THIS DOCUMENT WAS PREPARED BY:
EMILY MOORE
WELLS FARGO AS TRUSTEE FOR OPTION ONE MORTGAGE
3 ADA
IRVINE, CALIFORNIA 92618