

UNOFFICIAL COPY



When recorded mail to: *MPG*
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 *4165062*
Attn: National Recordings 1120

Doc#: 0819603060 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/14/2008 03:23 PM Pg: 1 of 4



FHA Case No. 0003598794
9360611723107

LOAN MODIFICATION AGREEMENT

Original Recorded Date: MAY 8, 2008

This Loan Modification Agreement ("Agreement"), made this **APRIL 8, 2008**,
between **JANICE AUSTIN**

("Borrower"), whose address is
**9933 SOUTH LOWE AVENUE
CHICAGO, ILLINOIS 60628**
and
WELLS FARGO BANK, N.A.

("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
APRIL 14, 2003 and recorded in **Instrument No. 0312851223**,
COOK COUNTY, **ILLINOIS**, and (2) the Note, in
the original principal amount of U.S. \$ **93,532.00**, 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
**9933 SOUTH LOWE AVENUE
CHICAGO, ILLINOIS 60628**

HUD Modification Agreement
FAND# HUDMOD Rev. 10-20-06

Page 1 of 4

JA

*SC
my
p4
my*

UNOFFICIAL COPY

9360611723107

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

**LOTS 34 AND 35 IN BLOCK 21 IN EAST WASHINGTON HEIGHTS, BEING A
SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE
SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PARCEL # 25-09-303-043-0000

 **AUSTIN**
38031530

IL

**FIRST AMERICAN ELS
MODIFICATION AGREEMENT**



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 **JUNE 1, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **110,486.72** consisting of the amount(s) loaned to the Borrower by the Lender, escrow 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 **6.500 %**, from **MAY 1, 2008**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **746.01**, beginning on the first day of **JUNE, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 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:

HUD Modification Agreement

FAND# WPHUDMOD-2 Rev. 03-16-05

Page 2 of 4

JA

UNOFFICIAL COPY

9360611723107

(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

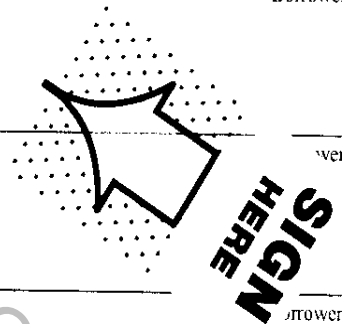
(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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.

Janice Austin
JANICE AUSTIN -Borrower

-Borrower



WELLS FARGO BANK, N.A.

Premdeep Sandhu 06-03-08 (Corporate Seal)
Name: Premdeep Sandhu -Lender
Its: V-P of Documentation

UNOFFICIAL COPY

9360611723107

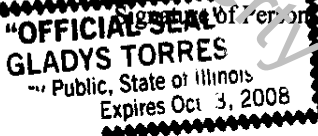
[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me this 5/3/2008 by

Janice Austin



Signature of Person Taking Acknowledgment Gladys Torres
Printed Name Gladys Torres
Title or Rank Notary
Serial Number, if any _____

LENDER ACKNOWLEDGMENT

STATE OF South Carolina COUNTY OF York

The foregoing instrument was acknowledged before me this 06-03-08 by

of Premier Sandusky Wells Fargo Bank the V.P. of documentation

a National Association, on behalf of said entity.

Signature of Person Taking Acknowledgment Naomi Garcia
Printed Name NAOMI GARCIA
Title or Rank _____
Serial Number, if any _____

