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Cook County Recorder of Deeds

Date: 08/06/2010 10:26 AM Pg: 1 of 6

1021819027 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00

This instrument was prepared by SHATIKA BLANDING WELLS FARGO BANK.

N.A., D/B/A AMERICA'S SERVICING COMPANY 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SOUTH CAROLINA 29715

RECORD AND RETURN TO: FIRST AMERICAN TITLE P.O. BOX 27670 SANTA ANA, CA 92799-7670 ATTN. UNITS

Parcel No. (9-)6-207-029-0000

[Space Above This Line for Recording Data]

Original Recorded Pate: JUNE 23, 2006 Original Principal Amount: \$ 256,500.00

Fannie Mae Loan No. 0152762092 Loan No.

7080152762092

5486708

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23RD day of OCTOBER, 2009 between JUAN MICHEL, A MARRIED PERSON

("Borrower") and WELLS FARGO BANK, N.A., D/B/A AMERICA'S SERVICING COMPANY ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Securit / Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JUNE 13, 2006 and recorded in

Instrument No. 0617405043

of the Official Records of (Name of Records)

COOK COUNTY, ILLINOIS

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

(County and State, or other jurisdiction) secured by, the Security Instrument, which covers the real and personal property describe in the Security Instrument and defined therein as the "Property", located at

3918 RIDGELAND AVE, STICKNEY, ILLINOIS 60402

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

(page 1 of 5) ILLINOIS

First American Loan Production Services First American Real Estate Solutions LLC FALPS# ILFM3179 Rev. 06-17-09

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7080152762092

the real property described being set forth as follows: .

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (newifostanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of **DECEMBER 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Frincipal Balance") is U.S.\$ **289,940.03**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 **6.125** %, from Borrower promises to make monthly payments of principal and **DECEMBER 1, 2008** 1,843.18 interest of U.S. \$ beginning on the 1ST day of JANUARY, 2009 continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of (.125 % will remain in effect until principal and interest are paid in full. If on JULY 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 in a cliate payment in full of all sums secured by the Security Instrument.
 - If Lender exercises this option, Lender shall give Borrower notice of coeleration. 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 the 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:

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

(page 2 of 5)

First American Loan Production Services

First American Real Estate Solutions LLC

ILLINOIS

FALPS# ILFM3179-2 Rev. 06-17-09

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7080152762092

- (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.

5. Boxover understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrume it relating to default in the making of payments under the Security Instrument shall also apply o 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 Lende 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) 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 Instrume t.
- (d) 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.
- (e) Borrower agrees to make and execute such other documents or papers as risy be necessary or required to effectuate the terms and conditions of this Agreement whick, it approved and accepted by Lender, shall bind and inure to the heirs, executors, administrates, and assigns of the Borrower.

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7080152762092

0.	This Agreement	t modities an obligation secured b	y an existing security	y instrument recorded in
	СООК	County, ILLINOIS	, upon wh	ich all recordation taxes
	have been paid.	As of the date of this Agreement	t, the unpaid principa	al balance of the original
	obligation secur	red by the existing security instru	nent is \$ 265,097.38	. The principal balance
	secured by the e	existing security instrument as a r	esult of this Agreeme	ent is \$ 289,940.03 ,
	which amount r	epresents the excess of the unpaid	l principal balance of	f this original obligation.
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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 01/09)

(page 4 of 5)

ILLINOIS

First American Loan Production Services First American Real Estate Solutions LLC FALPS# ILFM3179-4 Rev. 06-17-09

1021819027 Page: 5 of 6

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County of COOK This instrument was acknowledged before me on 11-02-07 (date) by HUAN MICHEL (Seal MARIA LOPEZ MOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 03/24/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2	ro	Data This Live Co.	h -11-	7080152762092	2
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MARIA LOPEZ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/26/20 NDER ACKNOWLEDGMENT STATE OF	Maria M	tell	_(Signature of No	otary Public)	
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/26/20 NTER ACKNOWLEDGMENT STATE OF	OFFICIAL SEAL	8			
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a NATIONAL ASSOC., on behalf of soil entity. Signature of Person Taking Acknowledgment Printed Name Office AMIS KATZIOALI	1. 5 5	_			atio
Signature of Person Taking Acknowledgment Printed Name ORY AME AND Printed Name	of Wells Fargo Bank			/////////////////////////////////////	
Signature of Person Taking Acknowledgment Printed Name ORLY JAMES KAIZGOGY	a National Asset		on beha	If of said entity.	
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Terry James Katzman)	TEN SAME WHAT WELL		Terry Jame	s Katzman	
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My Commission Expires 1-31-2014					

ILLINOIS

First American Loan Production Services First American Real Estate Solutions LLC FALPS# ILFM3179-5 Rev. 06-17-09

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EXHIBIT A

BORROWER(S): JUAN MICHEL, A MARRIED PERSON

LOAN NUMBER: 7080152762092

LEGAL DESCRIPTION:

LOTS 41 AND 42 IN BLOCK 1 IN JOHN C. WACHTER'S SUBDIVISION, BEING A SUBDIVISION OF BLOCKS 3, 4, 5, 6, 11 AND 12 OF NICKERSON'S SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP? 8 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AN COOK COUNTY, ILLINOIS. A. P. No.: 19-06-207-030-00 M

ALSO KNOWN AS: 3918 KIDGELAND AVE, STICKNEY, ILLINOIS 60402