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

1021819029 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/06/2010 10:31 AM Pg: 1 of 4

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

Tay Parcel	N_{4}	13-09-1	03-02.7	'-0000

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FHA Case No. 0102440294 Loan No.

LOAN MODIFICATION AGREEMENT

Original Recorded Date: AUGUST 21, 2307

This Loan Modification Agreement ("Agreement"), made this MARCH 19, 2010 between FAYE M. MORRIS, UNMARRIED AND BRIAN K. MORRIS, UNMARRIED

("Borrower"), whose address is 116 MARSHALL AVENUE **BELLWOOD, ILLINOIS 60104** 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 and recorded in Instrument No. 0723348091 JULY 27, 2007

ILLINOIS

, and (2) the Note, in

COOK COUNTY 207,313.00 the original principal amount of U.S. \$, 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

116 MARSHALL AVENUE **BELLWOOD, ILLINOIS 60104**

HUD Modification Agreement

First American Loan Production Services First American Real Estate Solutions LLC FALPS# HUDMOD Rev. 09-14-09

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

ILLINOIS

LOT 8 IN BLOCK 3 IN RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4 AND VACATED STREETS AND ALLEY'S IN HULBERT HEIGHTS DEVELOPMENT AT MANHEIM AND ST. CHARLES ROADS, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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):

, the amount payable under the Note and the Security Instrument 1. As of MAY 1, 2010 (the "Unpaid Principal Balance") is U.S.\$ 238,393.23 consisting of the amount(s) loaned to the Borrower by the Lender, escrows and any interest capitalized to date.

2. Borrower promises to pay the Unpair, Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.125 %, from . The Borrower promises to make monthly payments of principal and interest of **APRIL 1, 2010** , beginning on the first day of MAY, 2010 , and continuing 1,298.02 U.S. \$ thereafter on the same day of each succeeding month intil principal and interest are paid in full. If on (the "Maturity Date"), the Borrower still owes amounts under the Note and APRIL 01, 2040 the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the -10/4's 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 be eficial 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 an 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

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(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.

HAYPM. MORRIS

BRIAN K. MORRIS

-Borrower

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7080171843931
[Space Below This Line For Acknowledgment]
BORROWER ACKNOWLEDGMENT
STATE OF \mathcal{L} COUNTY OF \mathcal{L}
The foregoing instrument was acknowledged before me this 24th-01 April-2010 by
FAYE 11. 10RRIS AND BRIAN K. MORRIS
IDH M 4202535-5-603
D #M (20 0718 0252
Signature of Pe.son Taking Acknowledgment It Called Wen Loo
Printed Name MA3 tha Mendiak
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires August 09, 2013 S rial Number, if any
LENUZA ACKNOWLEDGMENT
STATE OF Minesota COUNTY OF Kamely
The foregoing instrument was acknowledged before me this 04/28/2010
of wells Fargo Ban 1:4
a, on oe lalf of said entity.
Signature of Person Taking Acknowledgment for Jally
Printed Name SMNAES AYUB
Title or Rank No 748 7
4.0
Serial Number, if any
$U_{\mathcal{C}}$
SM Naeem Ayub
NOTARY PUBLIC
State of Minnesot
My Commission Expires 1-31-2014

HUD Modification Agreement

First American Loan Production Services First American Real Estate Solutions LLC FALPS# HUDMOD-4 Rev. 09-14-09