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RECORD AND RETURN TO:  
FIRST AMERICAN TITLE  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670  
ATTN: LMTS **6157238**

Doc#: 1022419020 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/12/2010 09:48 AM Pg: 1 of 4

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

Tax Parcel No: 16-30-231-039-0000

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FHA Case No. 0102059141  
Loan No.

## LOAN MODIFICATION AGREEMENT

Original Recorded Date: MAY 14, 2004

This Loan Modification Agreement ("Agreement"), made this FEBRUARY 19, 2010  
between JOSE LUIS ZAPATA, JR., A SINGLE PERSON AND CARLOS ZAPATA,  
A SINGLE PERSON

("Borrower"), whose address is  
6413 WEST 26TH STREET  
BERWYN, ILLINOIS 60402  
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 23, 2004 and recorded in Instrument No. 0413522010  
COOK COUNTY, ILLINOIS, and (2) the Note, in  
the original principal amount of U.S. \$ 257,556.00, 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  
6413 WEST 26TH STREET  
BERWYN, ILLINOIS 60402

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



S yes  
P 4  
S N  
M N  
SC yes  
E yes  
INT no

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

**THE EAST 30 FEET OF LOT 11 IN BLOCK 1 IN JOSEPH L. DONAT'S  
ADDITION TO BERWYN, BEING A SUBDIVISION OF THE SOUTH 1/2 OF  
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP  
39 NORTH, RANGE 13, E&P (EXCEPT THE WEST 295.16 FEET OF THE  
SOUTH 395.16 FEET THEREOF) 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):

1. As of **APRIL 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **275,207.27** consisting of the amount(s) loaned to the Borrower by the Lender, escrows and any interest capitalized to date. This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$ **0.00**

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 **5.250 %**, from **MARCH 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,519.70**, beginning on the first day of **APRIL, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 01, 2040** (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# WFHUDMOD-2 Rev. 02-09-10

Page 2 of 4



*J.L. 2010*

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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.

*Jose Luis Zapata Jr* 3-8-2010  
\_\_\_\_\_  
JOSE LUIS ZAPATA, JR. -Borrower

*Carlos Zapata* 3-8-2010  
\_\_\_\_\_  
CARLOS ZAPATA -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

WELLS FARGO BANK, N.A.

*Neema B. Chigolo* 03/11/10

(Corporate Seal)

Name:

Neema B. Chigolo  
VP of Loan Documentation

Its:

-Lender



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[Space Below This Line For Acknowledgment]

### BORROWER ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF COOK

The foregoing instrument was acknowledged before me this 8<sup>th</sup> DAY OF MARCH, 2010 by JOSE LUIS ZAPATA, JR. AND CARLOS ZAPATA

Signature of Person Taking Acknowledgment

Barbara R. Novak

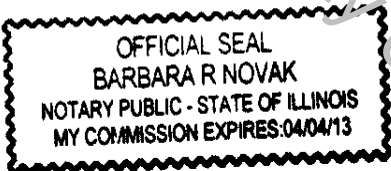
Printed Name

BARBARA R. NOVAK

Title or Rank

NOTARY PUBLIC

Serial Number, if any



### LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 3-11-2010 by Neema A. Chiswick the V.P. of Loan Documentation of Wells Fargo Bank NA

a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment

Terry James Katzman

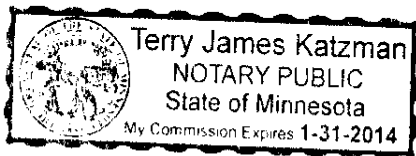
Printed Name

Terry James Katzman

Title or Rank

Notary

Serial Number, if any



#### HUD Modification Agreement

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