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1022419023

RECORD AND RETURN TO:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS *615 0444*

Doc#: 1022419023 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/12/2010 09:55 AM Pg: 1 of 4

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

Tax Parcel No.: 15-12-407-004-0000

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FHA Case No. ~~200001290000~~
Loan No.

LOAN MODIFICATION AGREEMENT

Original Recorded Date: SEPTEMBER 15, 2003

This Loan Modification Agreement ("Agreement"), made this JANUARY 22, 2010
between VENANCIO CRUZ AND RITO RAMOS, HUSBAND AND WIFE AND
NICHOLAS MARTINEZ, AN UNMARRIED PERSON

("Borrower"), whose address is
1611 ELMWOOD AVENUE
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
SEPTEMBER 5, 2003 and recorded in Instrument No. 0325811463
COOK COUNTY, ILLINOIS, and (2) the Note, in
the original principal amount of U.S. \$ 235,156.00, 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
1611 ELMWOOD AVENUE
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 yes
S yes
M yes
SC yes
E yes
INT yes

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

LOT 3 IN WALTER JONES SUBDIVISION OF THE WEST 1/2 (EXCEPT THE NORTH 48.5 FEET) OF BLOCK 65 (EXCEPT STREETS AND ALLEYS) IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 300 ACRES 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 **MARCH 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **233,676.64** 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 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 **FEBRUARY 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,290.37**, beginning on the first day of **MARCH, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 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:




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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

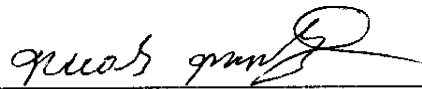
(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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.


VENANCIO CRUZ 2/16/2010 -Borrower


RITO RAMOS 2/16/2010 -Borrower


NICHOLAS MARTINEZ 2/16/10 -Borrower

-Borrower

WELLS FARGO BANK, N.A.
 2/18/10 (Corporate Seal)
Name: **Yeng Yang** -Lender
Its: **V.P. of Loan Documentation**



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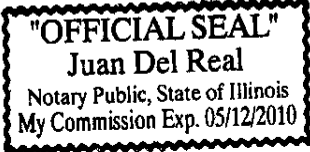
[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF Illinois COUNTY OF COOK
The foregoing instrument was acknowledged before me this 16th day of Feb. 2010 by
VENANCIO CRUZ AND RITO RAMOS AND NICHOLAS MARTINEZ

Signature of Person Taking Acknowledgment

Juan Del Real



Printed Name

Juan Del Real

Title or Rank

Notary Public

Serial Number, if any

LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Ramsey

The foregoing instrument was acknowledged before me this 2/18/10 by
Yang Yang the VP of loan documentation
of Wells Fargo Bank, NA
a _____, on behalf of said entity.

Signature of Person Taking Acknowledgment

Naeem SM Ayub

Printed Name

NAEEM SM AYUB

Title or Rank

NOTARY

Serial Number, if any

