



Doc#: 1026615002 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/23/2010 08:21 AM Pg: 1 of 4

When Recorded Mail To:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

6205794

THIS DOCUMENT WAS PREPARED BY:
CRISTINA STOKES
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SOUTH CAROLINA 29715
800-416-1472

Tax Parcel No.: 19-23-100-029

FHA Case No. 0102011716
Loan No. [REDACTED]

LOAN MODIFICATION AGREEMENT

Original Recorded Date: MARCH 23, 2004

This Loan Modification Agreement ("Agreement"), made this JULY 12, 2010
between GUADALUPE RODRIGUEZ AND EVA RODRIGUEZ, HUSBAND AND WIFE

("Borrower"), whose address is

3936 WEST 63RD AVENUE
CHICAGO, ILLINOIS 60629
and
WELLS FARGO BANK, N.A.

("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SOUTH CAROLINA 29715

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated MARCH 17, 2004 and recorded in Instrument No. 0408326184

COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$ 181,177.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. 100039244250041693, and MERS Registration Date, and which covers in real and personal property described in the Security Instrument and defined therein as the "Property", located at 3936 WEST 63RD AVENUE CHICAGO, ILLINOIS 60629

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

**LOT 29 IN STEWARDS SUBDIVISION OF THE NORTH 14 OF THE WEST 12
OF THE NORTHWEST 14 OF THE NORTHWEST 14 OF SECTION 23,
TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, EXCEPT THE SOUTH 125 FEET OF THE NORTH 165 FEET OF
THE EAST 100 FEET OF THE WEST 133 FEET OF SAID TRACT, 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 **SEPTEMBER 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **146,122.66** 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 **4.750 %**, from **AUGUST 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **762.24**, beginning on the first day of **SEPTEMBER, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 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.

Guadalupe Rodriguez

GUADALUPE RODRIGUEZ -Borrower

Eva Rodriguez

EVA RODRIGUEZ -Borrower

-Borrower

-Borrower

WELLS FARGO BANK, N.A.

Nedi B. Gulo
VP of Loan Documentation

07-20-10
Name: _____ -Lender
Its: _____

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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 19, July 2010 by

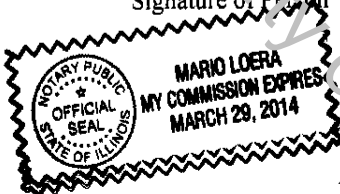
Signature of Person Taking Acknowledgment

Printed Name Mario Loera

Title or Rank Notary

Serial Number, if any NR

Acting in the County of Cook



LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 07/20/10 by Nedi B. Gillo the VP of Loan documentation of Wells Fargo Bank NA

a _____, on behalf of said entity.

Signature of Person Taking Acknowledgment

Printed Name Halimo Yusuf Adem

Title or Rank NOTARY PUBLIC

Serial Number, if any _____

Acting in the County of Hennepin

