UNOFFICIAL CO

Doc#: 1118619068 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 07/05/2011 11:34 AM Pg: 1 of 6

Recording Requested By/Return To: Wells Fargo Financial Cards Attn: Loan Servicing PO Box 5943 Sioux Falls. SD 57117-5943

This Instrument Prepared By: Sue Bramley Wells Fargo Bank, N.A. PO Box 5943 Sioux Falls, SD 57117-5943

Parcel#: 20-36-222-012

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#### MODIFICATION TO MORTGAGE

This Modification Agreement (this "Agreement") is made this 3rd day of June 2011, by and between, Wells Fargo Bank, N.A., successor by meiger to Wells Fargo Financial Bank, formerly known as Dial Bank ("Lender") and Yvonne Gunartt (individually and collectively, "Borrower"). Lender and Borrower are collectively referred to as the "Parties."

#### RECITALS:

A. Lender made a loan and extended credit (the "Loan") to Borrower.

B. In conjunction with the making of the Loan, Borrower executed and delivered to Lender that certain deed of trust/mortgage/deed to secure debt (the "Security Instrument") Mortgage dated November 21, 2007, securing that certain promissory note/evidence of indebtedness of the same date which was executed by Borrower and made payable to the order of Lender (the "Debt Instrument") (together with any renewals, extensions, or modifications to the Debt Instrument made prior to the date of this Agreement). said Security Instrument having been recorded in Book/Roll/Volume \_\_\_\_\_ at page 0733434127) of the Records of the Office of the Recorder of the County of Cook, Strie of Illinois, and covering the property described in the Security Instrument and located at 8137 S Crandon Ave Chicago IL 60617 (the "Property"), more particularly described as follows:

The description of the Property is on a separate addendum attached to this Security Instrument, which description is part of the Security Instrument.

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- C. The Debt Instrument and the Security Instrument each currently provide for a Loan with an indefinite term.
- D. The Parties wish to modify and amend the terms of the Debt Instrument and of the Security Instrument to provide for a maturity/payment in full date for the Debt Instrument of <u>February 1, 2038</u>.

#### **AGREEMENTS:**

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Borrower and Lender agree as follows:

- 1. The Debt Instrument and the Security Instrument are each modified and amended to provide for a maturity/rayment in full date for the Debt Instrument of <u>February 1, 2038</u>. The purpose of this modification is, in part, to establish a lien expiration date as a matter of law.
- 2. All capitalized ferms not defined herein shall have the meanings set forth in the Debt Instrument and in the Security linear Herein, the Debt Instrument, the Security Instrument, and all other instruments and decriments executed in conjunction with or ancillary to the making of the Loan shall be collectively referred to as the "Loan Documents".
- 3. Except as expressly provided in this Agreement, all terms, covenants, conditions, and provisions of the Debt Instrument, Security Instrument, and all other Loan Documents (including any previous modifications) shall remain unchanged and in full force and effect, and this Agreement shall not affect Lender's security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Security Instrument, the Debt Instrument, and in all other Loan Documents at the time and in the manner therein provided.
- 4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of any of the Loan Documents, the provisions of this Agreement shall control.
- 5. This Agreement shall not be construed to be a satisfaction, novation, or partial release of either the Security Instrument or of the Debt Instrument.
- 6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt Instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligation in connection with the Debt Instrument or with the Security Instrument. The co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and secured by the Security Instrument (as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt Instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.
- 7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.
- 8. By signing below, Borrower acknowledges that Borrower has received, read, and agrees to the terms of this Agreement and that Borrower has retained a copy of this Agreement.

The Parties have executed this Agreement under seal as of the day and year first above written.

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## **UNOFFICIAL COPY**

BORROWER:
gronne Gunant
(Signature) (Yvonne Gunartt YVONNE Gunartt
(Printed Name)
(Signature)
(Printed Name)
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WELLS FARGO BANK, N.A.	
LENDER:	
By: Jeanheir	
(Signatule) Jean Tiede	
(Printed Name)	<del></del>
Title Officer	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF South Dakota	_ )
COUNTY OF Ninnehaha	) ss. _ )
The foregoing instrum an was acknowledged before me and state, on this 3rd day of June, 2011 by Jean Tiede,	e, the undersigned notary in and for said county a Title Officer of Wells Fargo Bank, N.A., known
or proven to be the person was executed the above instabove instrument in the capacity and for the reasons state	rument, and who confirmed that he executed the
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Notapy Public	South Dakota State of
	otate of
My commission expires: January 18, 2017	
<b>1</b> (	JULIE LAFRENZ
	Notary Public SEAL
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### NOFFICIAL CO

### Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, NOVEMBER 21, 2007, YVONNE mortgagor(s): GUNARTT,

Legal description:

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30-OFERATI...
1/4 SECTI/A, 3b..
MERIDIAN, C. COCA

TAX ID: 20-36-222-0:2

Office THE NORTH 1 FOOT OF LOT 184, ALL OF LOT 185 AND THE SOUTH 6 FEET OF LOT 186 IN CO-OPERATIVE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST

NA-1492NOWLINE-1205 (ROC)