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Doc#: 1127819012 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/05/2011 09:08 AM Pg: 1 of 7

When recorded mail to: #:6850487
First American Title
Loss Mitigation Title Services 1079.29
P.O. Box 27670
Santa Ana, CA 92799
RE: PARKER JR. - MOD REC SVC

This Document Prepared By:
VANESSA HARRIS
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

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

Tax/Parcel No. 12-29-102-012-0000

[Space Above This Line for Recording Data]
Original Principal Amount: \$85,208.00 **FHA Case No.: 0101670318**
Unpaid Principal Amount: \$54,376.31 **Loan No.:**
New Principal Amount \$63,614.73
New Money (Cap): \$9,238.42

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 23RD day of MAY, 2011, between **KENNETH JAMES PARKER JR AND BETTY JUNE PARKER** ("Borrower"), whose address is **3110 CHARLES STREET, MELROSE PARK, ILLINOIS 60164** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **DECEMBER 22, 2003** and recorded on **JANUARY 29, 2004** in **INSTRUMENT NO. 0452932110, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$85,208.00**, 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 **3110 CHARLES STREET, MELROSE PARK, ILLINOIS 60164**

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:



S y
P 7
S N
M N
SC y
E 7
INT 7

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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. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **JULY 1, 2011** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$63,614.73**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$9,238.42** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
3. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.7500%**, from **JULY 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$331.84**, beginning on the **1ST** day of **AUGUST, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 1, 2041** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. 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.

5. 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:
 - (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.
6. 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.
7. 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.



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8. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

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In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.



07/05/11

By **Halimo Adem** (print name)
Vice President Loan Documentation (title)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MINNESOTA COUNTY OF Dakota

The foregoing instrument was acknowledged before me this July 5, 2011
by Halimo Adem, the Vice President Loan Documentation
of Wells Fargo Bank, N.A.
a Vice President Loan Documentation, on behalf of said entity.



Signature of Person Taking Acknowledgment

Christy Gilbert

Printed Name

CHRISTY GILBERT

Title or Rank

Notary Public

Serial Number, if any

THIS DOCUMENT WAS PREPARED BY: VANESSA HARRIS
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715



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In Witness Whereof, I have executed this Agreement.

Kenneth J. Parker Jr (Seal)
Borrower
KENNETH JAMES PARKER JR
June 13, 2011
Date

Betty J. Parker (Seal)
Borrower
BETTY JUNE PARKER
June 13, 2011
Date

(Seal)
Borrower

(Seal)
Borrower

Date

Date

(Seal)
Borrower

(Seal)
Borrower

Date

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of **COOK**

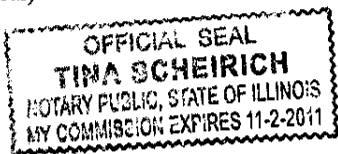
This instrument was acknowledged before me on *6/13/2011* (date) by

KENNETH JAMES PARKER JR, BETTY JUNE PARKER (name/s of person/s).

Tina Scheirich

(Signature of Notary Public)

(Seal)



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EXHIBIT A

BORROWER(S): KENNETH JAMES PARKER JR AND BETTY JUNE PARKER

LOAN NUMBER: ██████████

LEGAL DESCRIPTION:

**THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: THE NORTH HALF OF LOT 250 IN
FREDERICK H. BARTLETT'S GRAND FARMS "UNIT G" BEING A SUBDIVISION OF PART OF
NORTH WEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX I. D. NO. 12-29-102-012-0000**

ALSO KNOWN AS: 3110 CHARLES STREET, MELROSE PARK, ILLINOIS 60164



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Date: **MAY 23, 2011**

Loan Number: ~~XXXXXXXXXX~~

Lender: **WELLS FARGO BANK, N.A.**

Borrower: **KENNETH JAMES PARKER JR, BETTY JUNE PARKER**

Property Address: **3110 CHARLES STREET, MELROSE PARK, ILLINOIS 60164**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Kenneth Parker Jr June 13, 2011
 Borrower _____ Date
KENNETH JAMES PARKER JR

Betty J Parker June 13, 2011
 Borrower _____ Date
BETTY JUNE PARKER

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

