



Doc#: 1206115050 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/01/2012 01:33 PM 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#: 13-22-313 J1-0000

[Space Above This Line For Recording Data]

**MODIFICATION TO MORTGAGE**

This Modification Agreement (this "Agreement") is made this 8th day of February 2012, by and between, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Financial Bank, formerly known as Dial Bank ("Lender") and Mary C Stoneking, Unmarried, As sole owner (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 May 27, 2008, 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 \_\_\_\_\_ (or as No. 0820457075) of the Records of the Office of the Recorder of the County of Cook, State of Illinois, and covering the property described in the Security Instrument and located at 3325 N Keating Ave. Chicago IL 60641 (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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M N  
SC Y  
E Y  
INT Y

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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 January 1, 2032.

## 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/payment in full date for the Debt Instrument of January 1, 2032. The purpose of this modification is, in part, to establish a lien expiration date as a matter of law.
2. All capitalized terms not defined herein shall have the meanings set forth in the Debt Instrument and in the Security Instrument. Herein, the Debt Instrument, the Security Instrument, and all other instruments and documents 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.

# UNOFFICIAL COPY

BORROWER:

\_\_\_\_\_  
(Signature)  
Mary C Stoneking  
\_\_\_\_\_  
(Printed Name)

*MARY C STONEKING*  
\_\_\_\_\_  
(Signature)  
*Mary C Stoneking*  
\_\_\_\_\_  
(Printed Name)

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Property of Cook County Clerk's Office



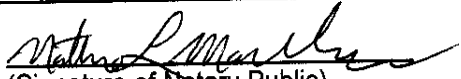
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For An Individual Acting In His/Her Own Right:

Illinois Notary Public Act

State of Illinois  
County of Cook

This instrument was acknowledged before me on 14th February 2012 (date) by Mary C Stone King (name/s of person/s).

  
(Signature of Notary Public)

(Seal)



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Form No. 3301 (01/08)  
Short Form Commitment  
ASP-NO SUP

ORDER NO: 5420063  
FILE NO: 37023662  
LENDER REF: 176986

### Exhibit "A"

The land referred to in this policy is situated in the STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO, and described as follows:

THE SOUTH 1/2 OF LOT 23 IN KOESTER AND ZANDER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 6, AND 7 AND THE EAST 1/2 OF BLOCK 2 OF WIRT AND GILBERT'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 40 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

APN: 13-22-313-011-0000

WHEN RECORDED RETURN TO:  
Equity Loan Services, Inc.  
1100 Superior Ave., Ste. 200  
Cleveland, OH 44114  
National Recording - RELS

STONEKING  
38149412  
FIRST AMERICAN ELS  
MORTGAGE  
IL

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