

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

[REDACTED]: #:7486467
First American Title 
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: LOPEZ - PROPERTY REPORT

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

Tax/Parcel No. 16-32-406-023-0000

_____[Space Above This Line for Recording Data]_____

Original Principal Amount: \$229,400.00

FHA/VA Loan No. **[REDACTED]**

Unpaid Principal Amount: \$256,738.17

Loan No: (scan barcode)

New Principal Amount \$275,843.82

New Money (Cap): \$19,105.65

4412193985

LOAN MODIFICATION AGREEMENT (MORTGAGE)
(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 4TH day of OCTOBER, 2012, between RAFAEL LOPEZ, A SINGLE PERSON ("Borrower"), whose address is 3539 SOUTH 57TH AVENUE, CICERO, ILLINOIS 60804 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 SEPTEMBER 30, 2008 and recorded on OCTOBER 15, 2008 in INSTRUMENT NO. 0828944057, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$229,400.00, 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



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3539 SOUTH 57TH AVENUE, CICERO, ILLINOIS 60804

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:

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, **NOVEMBER 1, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$275,843.82**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$19,105.65** 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 **3.8750%**, from **NOVEMBER 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,297.12**, beginning on the **1ST** day of **DECEMBER, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2042** (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 agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.
6. 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



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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.

7. 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.
8. 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.
9. 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.
10. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure



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In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By Elizabeth Gizaw (print name) 11-8-12 Date
Elizabeth A. Gizaw (title)

Vice President Loan Documentation

_____[Space Below This Line for Acknowledgments]_____

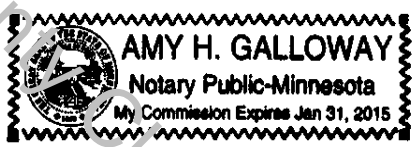
LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Dakota

The instrument was acknowledged before me this November 8, 2012 by
Elizabeth A. Gizaw, the
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation on behalf of said entity.

Amy H Galloway
Notary Public

Printed Name: Amy H Galloway
My commission expires: 1-31-15



THIS DOCUMENT WAS PREPARED BY:
RANDI WALKER
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.

Rafael Lopez (Seal)
Borrower
RAFAEL LOPEZ

Date
10-26-12 (Seal)
Borrower

Date

Borrower (Seal)

Date
_____ [Space Below This Line for Acknowledgments]

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

BORROWER ACKNOWLEDGMENT

State of Illinois
County of Cook

This instrument was acknowledged before me on October 26 - 2012 (date) by
RAFAEL LOPEZ (name/s of person/s).

Maria R Sandoval (Signature of Notary Public)

(Seal)



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EXHIBIT A

BORROWER(S): RAFAEL LOPEZ, A SINGLE PERSON

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 25 IN BLOCK 10 IN FOURTH ADDITION TO BOULEVARD MANOR, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF THE CENTER LINE OF PARK AVENUE IN SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 3539 SOUTH 57TH AVENUE, CICERO, ILLINOIS 60804

 LOPEZ
 46132985 IL
**FIRST AMERICAN ELS
 MODIFICATION AGREEMENT**
