

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

~~When recorded, return to:~~ #: 7435527
First American Title
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: MEDINA - PROPERTY REPORT

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

Tax/Parcel No. 16-31-213-015-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$250,750.00

Fannie Mae Loan No.:

Unpaid Principal Amount: \$263,939.83

Loan No: (scan barcode)

New Principal Amount \$280,601.16

New Money (Cap): \$16,661.33

LOAN MODIFICATION AGREEMENT (MORTGAGE)
(Providing for FIXED Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17TH day of OCTOBER, 2012, between MARIA MEDINA AND LUCIE MEDINA, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY ("Borrower") whose address is 3211 S SCOVILLE AVE., BERWYN, ILLINOIS 60402 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"), and Timely Payment Rewards Rider, if any, dated SEPTEMBER 18, 2007 and recorded on SEPTEMBER 27, 2007 in INSTRUMENT NO. 0727040092, of the OFFICIAL Records of COOK COUNTY, ILLINOIS, and (2) the Note 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

3211 S SCOVILLE AVE., BERWYN, ILLINOIS 60402
(Property Address)

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the real property described 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. As of **NOVEMBER 1, 2012**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$280,601.16**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. U.S. **\$64,180.35** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is U.S. **\$196,420.81**. Interest at the rate of **4.6250%** will begin to accrue on the Interest Bearing Principal Balance as of **NOVEMBER 1, 2012** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **DECEMBER 1, 2012**. The new Maturity Date will be **NOVEMBER 1, 2052**. My payment schedule for the modified Loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-480	4.6250%	11/01/2012	898.88	\$724.34 Adjusts annually after year 1	\$1,623.22 Adjusts annually	12/01/2012	480

If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property of any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) 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 which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) 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.

Marie Burr

Vice President Loan Documentation

By Marie Burr (print name) 11/19/12 Date
(title)

_____[Space Below This Line for Acknowledgments]_____

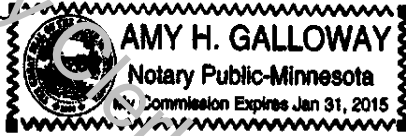
LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Dakota

The instrument was acknowledged before me this November 19, 2012 by Marie Burr, 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:
GINA WOLF
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.

Maria Medina (Seal)
Borrower
MARIA MEDINA

Lucie Medina (Seal)
Borrower
LUCIE MEDINA

Date

Date

Borrower (Seal)

Borrower (Seal)

Date

Date

Borrower (Seal)

Borrower (Seal)

Date [Space Below This Line for Acknowledgments]

State of IL **BORROWER ACKNOWLEDGMENT**

County of Cook

This instrument was acknowledged before me on 10/27/12 (date) by

MARIA MEDINA, LUCIE MEDINA (name/s of person/s).

Lucie Medina (Signature of Notary Public)

(Seal)



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EXHIBIT A

BORROWER(S): MARIA MEDINA AND LUCIE MEDINA, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF BERWYN, AND DESCRIBED AS FOLLOWS: LOT 25 IN BLOCK 4 IN BOLEN'S RESUBDIVISION OF WOOD'S SUBDIVISION OF BLOCKS 2 AND 15 IN LAVERGNE, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 3211 S SCOVILLE AVE., BERWYN, ILLINOIS 60402


MEDINA
46242267 **IL**
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


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Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **WELLS FARGO BANK, N.A.** (the "Lender") and **MARIA MEDINA AND LUCIE MEDINA, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY** (the "Borrower") dated **OCTOBER 17, 2012** the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

(BORROWER MUST INITIAL HERE)

Signed this 27 day of October, 2012.

Lender

Borrower

By: Marie Burr 11/19/12
Name: **Marie Burr**
Vice President Loan Documentation

Maria Medina
MARIA MEDINA
Lucie Medina
LUCIE MEDINA

