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1324117000

Doc#: 1324117000 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/29/2013 08:15 AM Pg: 1 of 8

This Document Prepared By:
BARBARA L. HANSON
NATIONWIDE ADVANTAGE MORTGAGE COMPANY
1100 LOCUST ST
DES MOINES, IA 50391

When recorded mail to: #8262451
First American Title
Loss Mitigation Title Services 27926.1
P O Box 27670
Santa Ana, CA 92799
RE: HEIN - PROPERTY REPORT

Tax/Parcel No. 24233020230000

[Space Above This Line for Recording Data]

Original Principal Amount: \$173,280.00
Unpaid Principal Amount: \$157,821.28
New Principal Amount \$157,821.28
New Money (Cap): \$0.00

FHA/VA Case No.: 1373607532703
Loan No: 2070806

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 23RD day of JULY, 2013, between JOSEPH E HEIN AN UNMARRIED MAN ("Borrower") whose address is 3725 W 115TH, ALSIP, ILLINOIS 60803 and NATIONWIDE ADVANTAGE MORTGAGE COMPANY ("Lender"), whose address is 1100 LOCUST ST, DES MOINES, IA 50391, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated APRIL 18, 2007 and recorded on APRIL 30, 2007 in INSTRUMENT NO. 0712026175, 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

3725 W 115TH, ALSIP, ILLINOIS 60803
(Property Address)

the real property described being set forth as follows:

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

FHA/VA HUD-HAMP Loan Modification Agreement 03182013_111
First American Mortgage Services

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2070806

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INT 77

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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. As of, **JULY 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$157,821.28**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. 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 **JULY 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **742.14**, beginning on the **1ST** day of **AUGUST, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full. If on **JULY 1, 2043** (the "Maturity Date"), 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.
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:
 - (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. **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,**

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by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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.
7. 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.

Property of Cook County Clerk's Office

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In Witness Whereof, the Lender has executed this Agreement.

NATIONWIDE ADVANTAGE MORTGAGE COMPANY

8-13-13

By Lisa Nicholson (print name)
Assistant Vice President (title) Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Polk

Before me, the undersigned, a Notary Public, in and for said County and State, this 13th day of August, 2013 personally appeared LISA NICHOLSON, the ASSISTANT VICE PRESIDENT of NATIONWIDE ADVANTAGE MORTGAGE COMPANY, a IOWA CORP., and acknowledged the execution of the foregoing instrument

Notary Public

Printed Name: LINDA HUESER
My commission expires: 5/28/16



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In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)
Borrower
JOSEPH E HEIN

Borrower (Seal)

Date

Date

Borrower (Seal)

Borrower (Seal)

Date

Date

Borrower (Seal)

Borrower (Seal)

Date [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT
State of **ILLINOIS**

County of DePue

This instrument was acknowledged before me on August 9, 2013 (date) by

JOSEPH E HEIN (name/s of person/s).

[Signature] (Signature of Notary Public)

[Seal]
(Seal)



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EXHIBIT A

BORROWER(S): JOSEPH E HEIN AN UNMARRIED MAN

LOAN NUMBER: 2070806

LEGAL DESCRIPTION:

LOTS 8, 9, 10, AND 11 IN BLOCK 4 IN ATWOODS' ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE NORTH 100 ACRES OF THE SOUTHWEST 1/4 AND THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13; EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED JANUARY 20, 1873, AS DOCUMENT NO. 79446 IN BOOK 7 OF PLATS PAGE 83.

ALSO KNOWN AS: 3725 W 115TH , ALSIP, ILLINOIS 60803

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Date: JULY 23, 2013
Loan Number: 2070806
Lender: NATIONWIDE ADVANTAGE MORTGAGE COMPANY

Borrower: JOSEPH E HEIN

Property Address: 3725 W 115TH , ALSIP, ILLINOIS 60803

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.

Joseph E Hein
Borrower _____ Date _____
JOSEPH E HEIN

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

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Date: **JULY 23, 2013**
Loan Number: **2070806**
Lender: **NATIONWIDE ADVANTAGE MORTGAGE COMPANY**

Borrower: **JOSEPH E HEIN**

Property Address: **3725 W 115TH , ALSIP, ILLINOIS 60803**

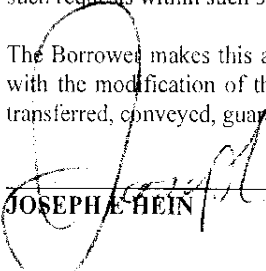
ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **NATIONWIDE ADVANTAGE MORTGAGE COMPANY**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

 _____ Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date