

This Document Prepared By:  
SARAANN KELLEY  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SC 29715  
(800) 416-1477

When recorded mail to: #:8232396  
First American Title  
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: MATTIS JR - PR DOCS

Tax/Parcel No. (3-2-210-045-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$222,000.00  
Unpaid Principal Amount: \$212,338.83  
New Principal Amount \$286,567.84  
New Money (Cap): \$74,349.01

Freddie Mac Loan No.:  
Loan No: (scan barcode)

U 7680522

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**  
(Fixed Rate)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on the 6TH day of AUGUST, 2013 (the "Modification Effective Date"), by and between MICHAEL J MATTIS, JR. AND MARCELLE SELVAGGIO, HUSBAND AND WIFE, TENANCY BY THE ENTIRETY (the "Borrower(s)") whose address is 1318 EAST NORTHWEST HWY, ARLINGTON HEIGHTS, ILLINOIS 60004 and WELLS FARGO BANK, N.A. ("Lender") whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 (the "Lender (Mortgagee) together with the Borrower(s), the "Parties"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated JANUARY 9, 2007, in the original principal sum of U.S. \$222,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on FEBRUARY 1, 2007 in INSTRUMENT NO. 0703236142, of the OFFICIAL Records of COOK COUNTY, ILLINOIS. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

1318 EAST NORTHWEST HWY, ARLINGTON HEIGHTS, ILLINOIS 60004  
[Property Address]

the real property described being set forth as follows:

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

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as

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follows (notwithstanding anything to the contrary in the Note and Security Instrument date **JANUARY 9, 2007**).

1. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the Modified Loan. The new principal balance of my note will be **\$286,687.84** (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
2. **\$86,066.35** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower 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 **\$200,681.49**. Interest at the rate of **4.0000%** will begin to accrue on the Interest Bearing New Principal Balance as of **AUGUST 1, 2013** and the first new monthly payment on the Interest Bearing New Principal Balance will be due on **SEPTEMBER 1, 2013** Borrower agrees to make payments for the Modification Loan as outlined in the payment schedule below:

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	4.0000%	08/01/2013	\$838.73	\$68.12 Adjusts annually after year 1	\$1,520.85	09/01/2013	480

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 2 shall supersede any provisions to the contrary in the Note and Security Instrument, including but not limited to, provisions for an adjustable, step or simple interest rate.

Borrower understands that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my Modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My Modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

3. **EXTENSION.** This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:

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- a. The Current contractual due date has been extended from **APRIL 1, 2010** to **SEPTEMBER 1, 2013** The first modified contractual due date is on **SEPTEMBER 1, 2013**.
- b. The maturity date has been extended from **FEBRUARY 1, 2037** (month/year) to **AUGUST 1, 2053**.
- c. The amount of interest to be included (capitalized) will be U.S. **\$46,250.05**.
- d. The amount of the Escrow Advance to be capitalized will be U.S. **\$24,460.96**.
- e. The amount of Recoverable Expenses to be capitalized will be U.S. **\$3,638.00** Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.
- f. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the property (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the maturity date.
- g. 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.
4. **NOTE AND SECURITY INSTRUMENT.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, 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 shall comply with, all of the terms and provisions thereof, as amended by this Agreement.
5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement Statement.
6. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).
7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.
8. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 Family Modification Agreement Rider Assignment of Rents.
9. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.

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10. This Agreement is conditioned upon the receipt of the 1-4 Family Modification Agreement Rider Assignment of Rents, if included, specified in the attached cover letter, which is incorporated herein by reference.
11. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by **WELLS FARGO BANK, N.A.**

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

12. If the Borrower(s) 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 that are due.

**CORRECTION AGREEMENT:** The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants **WELLS FARGO BANK, N.A.**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. (Borrower(s) initial)

mmr MS

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messaged and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.



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In Witness Whereof, the Lender has executed this Agreement.

WELLS FARGO BANK, N.A.

By Alethea Ladd (print name)

9/5/13 Date

**Vice President Loan Documentation** (title)

[Space Below This Line for Acknowledgments]

### LENDER ACKNOWLEDGMENT

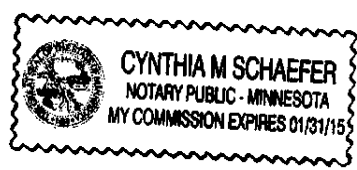
STATE OF MN

COUNTY OF Dakota

The instrument was acknowledged before me this 9-5-2013 by Alethea Ladd the

Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
Vice President Loan Documentation, on behalf of said corporation.

Cynthia M Schaefer  
Notary Public



Printed Name: Cynthia M Schaefer  
My commission expires: Jan 31 2015

**THIS DOCUMENT WAS PREPARED BY:**  
SARAANN KELLEY  
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.

Michael J Mattis Jr (Seal)  
Borrower  
**MICHAEL J MATTIS JR**  
8-13-13  
Date

Marcelle Selvaggio (Seal)  
Borrower  
**MARCELLE SELVAGGIO**  
8-13-13  
Date

\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
Date

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(Seal)  
Borrower  
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Date

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[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

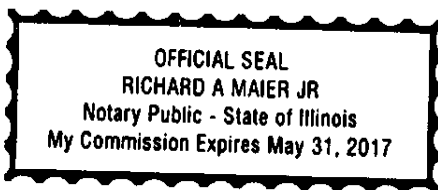
State of Illinois  
County of Cook

This instrument was acknowledged before me on August 13, 2013 (date) by

**MICHAEL J MATTIS JR, MARCELLE SELVAGGIO** (name/s of person/s).

Richard A. Maier Jr (Signature of Notary Public)

(Seal)



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## EXHIBIT A

**BORROWER(S): MICHAEL J MATTIS, JR. AND MARCELLE SELVAGGIO, HUSBAND AND WIFE, TENANCY BY THE ENTIRETY**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**THE NORTHWESTERLY 4 FEET 11 INCHES OF LOT 360; AND LOT 361 IN STONEGATE, BEING A RESUBDIVISION OF H.ROY BERRY COMPANY'S EAST MORELAND BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, AND THAT PART OF EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32 LYING NORTHEASTERLY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, ALL IN TOWN 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 1318 EAST NORTHWEST HWY, ARLINGTON HEIGHTS, ILLINOIS 60004**

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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 **MICHAEL J MATTIS, JR. AND MARCELLE SELVAGGIO, HUSBAND AND WIFE, TENANCY BY THE ENTIRETY** (the "Borrower") dated **AUGUST 6, 2013** (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. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. 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) *mmj*

Signed this 13th day of August, 2013.

Lender

Borrower

By: *Alethea Ladd 9/5/13*  
**Alethea Ladd**  
Name **Vice President Loan Documentation**

*Michael Mattis Jr*  
**MICHAEL MATTIS JR**  
*Marcelle Selvaggio*  
**MARCELLE SELVAGGIO**



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Date: AUGUST 6, 2013  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, N.A.

Borrower: MICHAEL J MATTIS JR, MARCELLE SELVAGGIO

Property Address: 1318 EAST NORTHWEST HWY, ARLINGTON HEIGHTS, ILLINOIS 60004

## 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.

 8-13-13  
Borrower \_\_\_\_\_ Date

MICHAEL J MATTIS JR  
 8-13-13  
Borrower \_\_\_\_\_ Date  
MARCELLE SELVAGGIO


Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

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

 MATTIS JR  
47680522 IL  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  
