

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

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 12-26-312-018-0000

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Original Principal Amount: \$110,000.00
Unpaid Principal Amount: \$52,608.52
New Principal Amount \$64,080.57
New Money (Cap): \$11,472.05

Fannie Mae Loan No.:
Loan No. (scan barcode)

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13TH day of SEPTEMBER, 2013, between DAVID L. HOSICK AND KAREN A. HOSICK, HIS WIFE, AS JOINT TENANTS AND NOT AS TENANTS IN COMMON ("Borrower") whose address is 2552 RIVER RD, RIVER GROVE, ILLINOIS 60171 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 24, 2003 and recorded on OCTOBER 15, 2003 in INSTRUMENT NO. 0328801168, 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

2552 RIVER RD, RIVER GROVE, ILLINOIS 60171
(Property Address)

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the real property described being set forth as follows:

LOT 13 IN GEORGE E. O'GRADY'S RIVERSIDE HEIGHTS, BEING A RESUBDIVISION OF PART OF RHODES SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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, **SEPTEMBER 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$64,080.57**, 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 at the yearly rate of **5.3750%** from **SEPTEMBER 1, 2013**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$325.08** beginning on the **1ST** day of **OCTOBER, 2013**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **SEPTEMBER 1, 2053**.
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.

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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 or 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.
- (g) I consent to the disclosure of my personal information, including the terms of this modification, to any investor, owner, servicer, insurer or guarantor who owns, services, insures or guarantees my first lien account for purposes related to the second mortgage Consumer Relief Program. I also consent to the disclosure of my personal information to any entity that performs support services for the second mortgage Consumer Relief Program, including marketing, survey, research or other borrower outreach, data processing and technical systems consulting.

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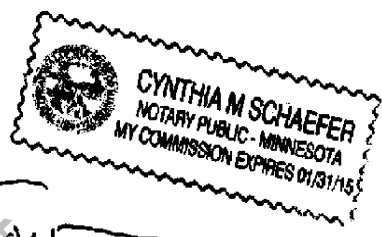
In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.
Sharmi Patel **Vice President Loan Documentation**
 By _____ (print name) 10-10-13 Date
 _____ (title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT
 STATE OF MINN COUNTY OF Dakota
 The instrument was acknowledged before me this 10-10-2013 by
Sharmi Patel the
Vice President Loan Documentation of **WELLS FARGO BANK, N.A.**,
 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:
KENT STARR
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

Clerk's Office

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In Witness Whereof, I have executed this Agreement.

David L Hosick (Seal)
Borrower
DAVID L HOSICK
Date 9-21-13

Karen A Hosick (Seal)
Borrower
KAREN A HOSICK
Date 09-21-13

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

[Space Below This Line for Acknowledgments]

State of Illinois
County of Cook

BORROWER ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on September 21, 2013
(date) by **DAVID L HOSICK, KAREN A HOSICK** (names of person/s acknowledged).

Richard A. Maier Jr
Notary Public

(Seal)
Print Name: Richard A. Maier Jr

My commission expires: 5/31/17



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Date: **SEPTEMBER 13, 2013**
Loan Number: (scan barcode)
Lender: **WELLS FARGO BANK, N.A.**

Borrower: **DAVID L HOSICK, KAREN A HOSICK**

Property Address: **2552 RIVER RD, RIVER GROVE, ILLINOIS 60171**

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.

David L Hosick *9-21-13*

Borrower Date

Karen A Hosick *09-21-13*

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date