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

1 ax/Parcel No. 00650024

New Money (Cap): \$8,094.88

[Space Above This Line for Recording Data]

Original Principal Amount: \$247,500.00 Unpaid Principal Amount: \$242,216.87 New Principal Amount \$250,311.75 Fannie Mae Loan No.: Loan No: (scan barcode)

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for FIXED Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15TH day (f CCTOBER, 2013, between REJALDY Q SALES AND YOLANDA V SALES, HUSBAND AND WIFE ("Acrower") whose address is 837 S FLETCHER DR, WHEELING, ILLINOIS 60090 and WELLS FARGO BANK, N.A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MIGL. 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 22, 2007 and recorded on SEPTEMBER 28, 2007 in , 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

### 837 S FLETCHER DR, WHEELING, ILLINOIS 60090

(Property Address)

the real property described being set forth as follows:

Wells Fargo Custom FNMA Loan Modification Agreement 10042013\_71

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#### 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 OCTOBER 1, 2013, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$250,311.75, consisting of the unpaid amount(s) loaned to Borrower by Lender phis any interest and other amounts capitalized.
- 2. \$69,645.60 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrowccill 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 \$126.66.15. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of 4.0000% from CCTOBER 1, 2013. Borrower promises to make monthly payments of principal and interest of U.S. \$753.07 beginning on the 1ST day of NOVEMBER, 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 oves 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 OCTOBER 1, 2053.

Months	Interest Rate	Interest Rate Change Date	Mortaly Principal and Interest Payr lent	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-480	4.0000%	10/01/2013	\$755.07	\$804.97 Adjusts annually after year 1	\$1,560.04 Adjusts annually	11/01/2013	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.

- 1. 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 swins 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.
- 2. 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.

### 3. Boxov er 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 nating of the modified payments hereunder.
- (b) All covenants, agree nems, 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 or eration 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 Instrume it.
- (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. By (print name) Vice President Loan Documentation (title) [Space Below This Line for Acknowledgments] LENDER, ACKNOWLEDGMENT STATE OF **COUNTY OF** acknowledged before me this by The the Vice President Loar, Documentation WELLS **FARGO** BANK, N.A., Vice President Loan Pocumentation , on behalf of said corporation. CYNTHIA M SCHAEFER Printed Name: My commission expires: Continue Office THIS DOCUMENT WAS PREPARED BY: **CHARITY STESKAL** 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.	٠ .
Lei b	10/20/13
Borrower: REJALDY)Q SALES	Date
_wal~	10/20/13
Borrower: YOLANDAV SALES	Date
Bonower:	Date
Borrower:	Date
[Space Below This Line for Acknowledgments]	
State of Thing's BORROWER ACKNOWLEDGMENT	
County of COOK	_
The foregoing instrument was acknowledge, before me on October 20,	2013
(date) by REJALDY O SALES, YOLANDA V SALES (name/s of person/s acknow	wledged).
May De Constant	
(Seal) Print Name: Michael J. Myers  My commission expires: 10 - 01 - 2015	
My commission expires: 10 - 01 - 2015	Ŕ
OFFICIAL SEAL MICHAEL J MYERS Notary Public - State of Illinois My Commission Expires Oct 1, 2015	Office

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#### **EXHIBIT A**

BORROWER(S): REJALDY Q SALES AND YOLANDA V SALES, HUSBAND AND WIFE

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

PARCEL 1: LOT 18 IN BLOCK 3 IN DUNHURST SUBDIVISION UNIT NO. 4 PART OF THE EAST 1/2 F OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 452 NORTH, RANGE 1, LAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE SOUTH WEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THIRD PRINCIPAL MENUBIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1956 AS DOCUMENT 16557/16 IN COOK COUNTY, ILLINOIS. PARCEL 2: THE NORTH 1/2 OF THE VACATED PUBLIC STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 18 IN BLOCK 3 IN DUNHURST SUBDIVISION, UNIT NO. 4 AFORESAID.

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ALSO KNOWN AS: 837 S FLE (CHER DR, WHEELING, ILLINOIS 60090

SALES
48141309
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

WHEN RECORDED, RETURN TO-FIRST AMERICAN TITLE INSURANCE CO. J 100 SUPERIOR A VENUE, SUITE 200 C'LEVELAND, OHIO 44114 NATIONAL RECORDING

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## **UNOFFICIAL COPY**

Date: OCTOBER 15, 2013 Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: REJALDY Q SALES, YOLANDA V SALES

Property Address: 837 S FLETCHER DR, WHEELING, ILLINOIS 60090

### NOTICE OF NO ORAL AGREEMENTS

THIS WATTEN 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, securily 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.

- Jeles	0/	10/20/13
Borrower - 7		Date
REJALDY Q SALES  ANSALY	0,	10/20/13
Borrower YOLANDA V SALES	77	Date
Borrower		Date
Вогтоwег		Date
Вогтоwer	7	Date
Rorrower		Date