

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

~~When recorded mail to: #8651152~~  
First American Title  
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: GREENE - PR DOCS

**Tax/Parcel No. 15202030160000**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$308,750.00**  
**Unpaid Principal Amount: \$269,165.28**  
**New Principal Amount \$330,184.43**  
**New Money (Cap): \$61,019.15**

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

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

u 8174650

(Providing for FIXED Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27TH day of NOVEMBER, 2013, between STEVEN M GREENE AND MARA V LEAL, AS TENANTS IN COMMON ("Borrower") whose address is 1525 CONCORD AVENUE, WESTCHESTER, ILLINOIS 60154 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 JULY 17, 2003 and recorded on AUGUST 11, 2003 in INSTRUMENT NO. 0322333127, 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

**1525 CONCORD AVENUE, WESTCHESTER, ILLINOIS 60154**  
(Property Address)

the real property described being set forth as follows:

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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):

- As of **DECEMBER 1, 2013**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$330,184.43**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- ~~\$99,658.33~~ 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 ~~\$231,129.10~~. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **4.0000%** from **DECEMBER 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. ~~\$965.98~~ beginning on the **1ST** day of **JANUARY, 2014**. 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 **DECEMBER 1, 2053**.

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%	12/01/2013	\$965.98	\$821.82 Adjusts annually after year 1	\$1,787.80 Adjusts annually	01/01/2014	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.

- 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.

- 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:

# UNOFFICIAL COPY

- (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. 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.

**Elizabeth A. Gizaw**  
Vice President Loan Documentation

By Elizabeth A. Gizaw  
(print name)  
(title)

12-18-13  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

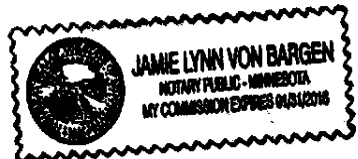
STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 12/18/2013 by  
Elizabeth Gizaw the

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

[Signature]  
Notary Public



Printed Name: Jamie Lynn Von Bargaen  
My commission expires: 04/30/2016

**THIS DOCUMENT WAS PREPARED BY:**  
**MILKA PEREZ**  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SC 29715

# UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

*Steven M Greene*  
 Borrower: STEVEN M GREENE

*Mara V Leal*  
 Borrower: MARA V LEAL

12/06/13  
Date

12/06/2013  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

State of Illinois **BORROWER ACKNOWLEDGMENT**

County of Cook

The foregoing instrument was acknowledged before me on December 6, 2013

(date) by STEVEN M GREENE, MARA V LEAL (name/s of person/s acknowledged).

*Maria Isabel Martinez*  
Notary Public

(Seal)  
Print Name: Maria Isabel Martinez

My commission expires: 12-6-14



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## EXHIBIT A


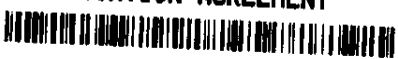
**BORROWER(S): STEVEN M GREENE AND MARA V LEAL, AS TENANTS IN COMMON**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

PARCEL 1 LOT 40 IN WESTCHESTER TERRACE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; PARCEL 2 THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 40 IN WESTCHESTER TERRACE, A SUBDIVISION RECORDED ON APRIL 6, 1978 AS DOCUMENT NUMBER 24391500; THENCE SOUTH 89 DEGREES 11 MINUTES 58 SECONDS WEST, ALONG THE NORTH LINE OF LOT 40 IN SAID WESTCHESTER TERRACE, 120.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 40; THENCE NORTH 00 DEGREES 01 MINUTES 46 SECONDS EAST, ALONG THE EAST LINE OF CONCORD AVENUE AS DEDICATED BY SAID WESTCHESTER TERRACE SUBDIVISION, 35.17 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 55 SECONDS EAST, 17.05 FEET; THENCE SOUTH 30 DEGREES 10 MINUTES 08 SECONDS EAST, 9.10 FEET; THENCE SOUTH 46 DEGREES 05 MINUTES 59 SECONDS EAST, 9.30 FEET; THENCE SOUTH 52 DEGREES 54 MINUTES 13 SECONDS EAST, 9.55 FEET; THENCE SOUTH 63 DEGREES 05 MINUTES 26 SECONDS EAST, 9.98 FEET; THENCE SOUTH 75 DEGREES 43 MINUTES 06 SECONDS EAST, 9.65 FEET; THENCE SOUTH 81 DEGREES 20 MINUTES 43 SECONDS EAST, 9.65 FEET; THENCE SOUTH 85 DEGREES 40 MINUTES 17 SECONDS EAST, 56.65 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS: 1525 CONCORD AVENUE, WESTCHESTER, ILLINOIS 60154**

 **GREENE**  
**48174630**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  


**IL**

*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*

# UNOFFICIAL COPY

Date: **NOVEMBER 27, 2013**  
Loan Number: (scan barcode)  
Lender: **WELLS FARGO BANK, N.A.**

Borrower: **STEVEN M GREENE, MARA V LEAL**

Property Address: **1525 CONCORD AVENUE, WESTCHESTER, ILLINOIS 60154**

## 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.

*Steven M Greene* \_\_\_\_\_ *12/06/13*  
Borrower \_\_\_\_\_ Date  
**STEVEN M GREENE**

*Mara V Leal* \_\_\_\_\_ *12/06/2013*  
Borrower \_\_\_\_\_ Date  
**MARA V LEAL**

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

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

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

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