

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

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

When recorded ~~mail to~~ #: 8420974  
First American Title  
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: DAIBY - PR DOCS

 **DAIBY**  
**48239138** **IL**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  


Tax/Parcel No. 11-32-113-027-1014

\_\_\_\_\_  
[Space Above This Line for Recording Data] \_\_\_\_\_  
Original Principal Amount: \$134,920.00  
Unpaid Principal Amount: \$128,207.26  
New Principal Amount \$126,880.88  
New Money (Cap): \$0.00

CHA/VA Loan No.: \_\_\_\_\_  
Loan No: (scan barcode)

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

This Loan Modification Agreement ("Agreement"), made this 17TH day of OCTOBER, 2013, between SATESH B DAIBY AND GAITRI DAIBY, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON NOT AS JOINT TENANTS BUT AS TENANTS BY THE ENTIRETIES ("Borrower"), whose address is 1415 W LUNT AVE #301, CHICAGO, ILLINOIS 60626 and WELLS FARGO BANK, NA ("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"), dated JANUARY 12, 2010 and recorded on JANUARY 26, 2010 in INSTRUMENT NO. 1002640127, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$134,920.00, bearing the

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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  
**1415 W LUNT AVE #301, CHICAGO, ILLINOIS 60626**

the real property described is located in **COOK COUNTY, ILLINOIS** and being set forth as follows:

**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. 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.
2. As of, **DECEMBER 1, 2013** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$126,880.88**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$1,326.38. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
3. 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 **4.3750%**, from **DECEMBER 1, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$633.50**, beginning on the **1ST** day of **JANUARY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 1, 2043** (the "Maturity Date"), the 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.
4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

5. The 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.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower



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is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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; and
  - (b) all terms and provisions of any adjustable rate rider, 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.
7. If the borrower has filed for or received a discharge in a bankruptcy proceeding subsequent to or in conjunction with the execution of this Agreement and said debt was not reaffirmed during the course of the proceeding, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement and may only enforce the lien as against the property.
  8. 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.
  9. 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.
  10. 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.

**Deysi Garcia**

**Vice President Loan Documentation**

12-5-2013

By

(print name)  
(title)

Date

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

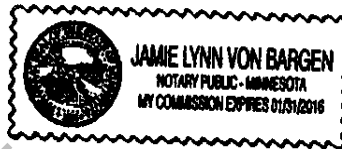
### LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 12/5/2013 by  
Deysi Garcia JVG the  
Vice President Loan Documentation of **WELLS FARGO BANK, N.A.**,  
a Vice President Loan Documentation, on behalf of said corporation.

  
Notary Public



Printed Name: Jamie Lynn Von Bargaen  
My commission expires: 01/31/2016

**THIS DOCUMENT WAS PREPARED BY:  
MATTHEW WRIGHT  
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.

Satesh Daiby  
Borrower: **SATESH B DAIBY**

11/14/13  
Date

Gaitri Daiby  
Borrower: **GAITRI DAIBY**

11/14/13  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

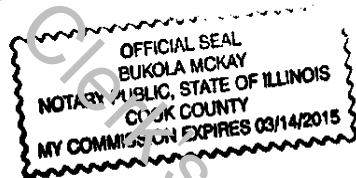
The foregoing instrument was acknowledged before me on 11/14/2013

(date) by SATESH B DAIBY, GAITRI DAIBY (name/s of person/s acknowledged).

Bukola McKay  
Notary Public

(Seal)  
Print Name: Bukola McKay

My commission expires: 03/14/2015



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## EXHIBIT A

**BORROWER(S): SATESH B DAIBY AND GAITRI DAIBY, HUSBAND AND WIFE, NOT AS TENANTS IN COMMON NOT AS JOINT TENANTS BUT AS TENANTS BY THE ENTIRETIES**

**LOAN NUMBER: (scan barcode)**

### LEGAL DESCRIPTION:

**PARCEL 1: UNIT 301 IN 1415 LUNT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE WEST 10 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN BLOCK 30 IN ROGERS PARK, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 15, 2005, AS DOCUMENT NUMBER 0534934062, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NO. P-10 AS LIMITED COMMON ELEMENTS, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND SURVEY ATTACHED THERETO, RECORDED DECEMBER 15, 2005 AS DOCUMENT NUMBER 0534934062.**

**ALSO KNOWN AS: 1415 W LUNT AVE #301, CHICAGO, ILLINOIS 60626**



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Date: **OCTOBER 17, 2013**

Loan Number: (scan barcode)

Lender: **WELLS FARGO BANK, NA**

Borrower: **SATESH B DAIBY, GAITRI DAIBY**

Property Address: **1415 W LUNT AVE #301, CHICAGO, ILLINOIS 60626**

## 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.

*Satesh B Daiby*  
Borrower \_\_\_\_\_ Date \_\_\_\_\_  
**SATESH B DAIBY**

*Gaitri Daiby*  
Borrower \_\_\_\_\_ Date *11/14/13*  
**GAITRI DAIBY**

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date *11/14/13*

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

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

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

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