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

This Document Prepar d '3y:
TANNER HURST
WELLS FARGO BANK, N A
3476 STATEVIEW BLVD, MAC# Y.7901-03K
FORT MILL, SC 29715
(800) 416-1472

Tax/Parcel No. 19-36-104-036-0000

[Space Above This Line for Recording Data] \_

Original Principal Amount: \$114,880.00 Unpaid Principal Amount: \$109,128.29 New Principal Amount \$106,765.62

\$109,128.29 Loan No: (scan barcode)

I HA/VA Loan No.:

New Money (Cap): \$0.00

U8296899

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 17TH day of DECEMBER, 2013, between KRISTY JENKINS ("Borrower"), whose address is 7948 S RICHMOND AVE, CHICAGO, ILLINOIS 60652 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"), dated MAY 14, 2010 and recorded on MAY 20, 2010 in INSTRUMENT NO. 1014049036, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$114,880.00, 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

Wells Fargo Custom HUD Loan Modification Agreement 10032013\_77
First American Mortgage Services



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### 7948 S RICHMOND AVE, CHICAGO, ILLINOIS 60652

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, FEBRUARY 1, 2014 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.5. \$105,765.62, 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 oreclosure costs that may have been accrued for work completed. This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$2,362.67. 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 /ea ly rate of 4.7500%, from FEBRUARY 1, 2014. The Borrower promises to make monthly payments of principal and interest of U.S. \$556.94, beginning on the 1ST day of MARCH, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on FEBRUARY 1. 2014 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, 2 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 secure I by this Security Instrument.
  - If the Lender exercises this option, the Lender shall give the Borrower notice of a cele ation. The notice shall provide a period of not less than 30 days from the date the notice is delivered or maked within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to ray 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 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:

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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; 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. 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 compiy with, all of the terms and provisions thereof, as amended by this Agreement.
- 8. 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.
- 9. 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. <b>Maruo S</b>	ue Pr <b>uet</b> t		, ,	
MARIET	<b>Vice President</b> Lo	an Do <b>cumentation</b>	1/24/	2014	
Ву	(print na	ıme)	,	Date	
	(title) [Snace Below This Li	ne for Acknowledgment	sl		
	<del> • •</del>		~J <u></u>		
LENEER ACKNOWLE		Na	1/4/4		
STATE OF MINNES	ita	COUNTY OF	rota	<del></del>	
The instrument was a	icknowledged before	me this	2412014		_ by
Maran Sy	le Privett		1		the
	san Documentation	of WEL	LS FARGO	BANK,	N.A.
a Vice President Lo	2) Vanmentation			2711 121,	1 102 20
Notary Public  Printed Name:  My commission expires:  THIS DOCUMENT WAS TANNER HURST  WELLS FARGO BANK,  3476 STATEVIEW BLVD FORT MILL, SC 29715	N.A.	<sup>4</sup> Dx	VON BARGEN E-MINEROTA EPIPERS PIRELEDING		

# **UNOFFICIAL COPY**

In Witness Whereof, I have executed this Agreement.	
Borrower: KRISTY JENKINS	Date /
Borrower:	Date
Borrower.	Date
Borrower: [Space Below This Line for Acknowledgments]	Date
State of BORROWER ACKNOWLEDGMENT	
The foregoing instrument was acknowledged before me on	2014
(date) by KRISTY JENKINS (name/s of person/s ack; owledged).	***
Notary Public  Notary Public  Official Seal Finerald C Hares Notary Public State of Illinois My Commission Figures 05/11/2017	
(Seal) Print Name: EMERALD C. IJakes	
My commission expires: $0 \times -11 - 2077$	Office
	(Co

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#### **EXHIBIT A**

**BORROWER(S): KRISTY JENKINS** 

LOAN NUMBER: (scan barcode)

**LEGAL DESCRIPTION:** 

LOT 27 IN BLOCK 28 IN THIRD ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 7343 S RICHMOND AVE, CHICAGO, ILLINOIS 60652

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FIRST AMERICAN ELS MODIFICATION AGREEMENT

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### **UNOFFICIAL COPY**

Date: DECEMBER 17, 2013 Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: KRISTY JENKINS

Property Address: 7948 S RICHMOND AVE, CHICAGO, ILLINOIS 60652

### **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 O'LA'L 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 Loai 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 document, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of morey, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

	£ 4	1/11/14
Borrower/ 7 / KRISTY JENKINS	Co	Date
Borrower	75_	Date
Borrower		Date
Borrower		Date
Borrower		Date
Romower		Date

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First American Mortgage Services



