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Doc#: 1409319057 Fee: \$54.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 04/03/2014 11:36 AM Pg: 1 of 9

This Document Prepared By:
WENDI M STEINKEMER
WELLS FARGO BANK, N.A
MAC # X2303-01N
1 HOME CAMPUS
DES MOINES, IA 50328

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

Tax/Parcel No. 09-15-101-024-1390

[Space Above This Line for Recording Data]

Original Principal Amount: \$36,000.00
Unpaid Principal Amount: \$34,587.06
New Principal Amount \$34,587.06
New Money (Cap): \$0.00

Investor Loan No.:
Loan No. (scan barcode)

MODIFICATION TO MORTGAGE (Providing for Fixed Interest Rate)

This Modification Agreement ("Agreement"), made this 5TH day of MARCH, 2014, between **MARGARET JABLONSKI AND, KAROL JABLONSKI, HUSBAND AND WIFE** ("Borrower" or "Grantor") whose address is **9408 BAY COLONY DR , DES PLAINES, ILLINOIS 60016** and **WELLS FARGO BANK, N.A.** ("Lender") whose address is **1 HOME CAMPUS, DES MOINES, IA 50328**, Lender and Borrower are collectively referred to as the "Parties".

RECITALS:

- A. Borrower executed and delivered to Lender that certain **MORTGAGE** dated **APRIL 22, 2004** , securing the Debt Instrument of the Note **bearing the same date** as (together with any renewals, extensions, or

Wells Custom Modification to Security Instrument 01072014_257

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ILLINOIS

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modifications to the Debt Instrument made prior to the date of this Agreement), recorded on **JUNE 23, 2004** in **INSTRUMENT NO. 0417512138** of the Records of the Office of the Probate judge of the **COUNTY of COOK**, State of **ILLINOIS** (the "Security Instrument"), and covering the property described in the Security Instrument and located at **9408 BAY COLONY DR , DES PLAINES, ILLINOIS 60016** (the "Property"), more particularly described as follows

SEE EXHIBIT A

- B. This section is intentionally left blank
- C. The security Instrument currently provides for
A payment in full date of **MAY 20, 2014**
- D. The parties desire to change the security instrument to provide for
A payment in full date of **FEBRUARY 20, 2044**
- E. The parties wish to modify and amend the Security Instrument to reflect the above change.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge Borrower and Lender agree as follows:

1. The Security instrument is modified and amended as follows:
The payment in full date is **FEBRUARY 20, 2044**.
2. All capitalized terms not defined herein shall have the meanings set forth in the Security Instrument.
3. Except as expressly provided in this Agreement, all terms, covenants, conditions, and provisions of the Security Instrument (including any previous modifications) shall remain unchanged and in full force and effect, and this Agreement shall not affect Lenders security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Security instrument and the Debt Instrument at the time and in the manner therein provided.
4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Security Instrument, the provisions of this Agreement shall control.
5. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Security Instrument or the Debt instrument.
6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligations in connection with the Debt instrument. The co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and the Security Instrument (as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.
7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.

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8. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
9. By Signing below, Borrower acknowledges that Borrower has received, read and agrees to the terms of this Agreement and that Borrower has retained a copy of this Agreement.

The Parties have executed this Agreement under seal as of the day and year first above written.

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In Witness Whereof, the Lender has executed this Agreement.

WELLS FARGO BANK, NA DBA AMERICA'S SERVICING COMPANY

By *Maura* (print name) 03/12/2014 Date

Karen Ann Marie Johnson
Vice President Loan Documentation

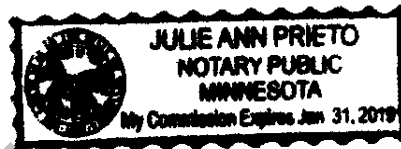
LENDER ACKNOWLEDGMENT

STATE OF MINN COUNTY OF Dakota

The instrument was acknowledged before me this 3/12/2014 by
Karen Ann Marie Johnson the
Vice President Loan Documentation

of WELLS FARGO BANK, NA DBA
AMERICA'S SERVICING COMPANY, a Vice President Loan Documentation, on behalf of
said corporation.

Julie Ann Prieto
Notary Public



Printed Name: Julie Ann Prieto

My commission expires: 1/31/2019

THIS DOCUMENT WAS PREPARED BY:
WENDI M STEINKEMP
WELLS FARGO BANK, N.A.
MAC # X2303-01N
1 HOME CAMPUS
DES MOINES, IA 50328

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In Witness Whereof, I have executed this Agreement.

M. Jablonski
Borrower: **MARGARET JABLONSKI**

3/6/14
Date

K. Jablonski
Borrower: **KAROL JABLONSKI**

3/6/14
Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of IL

County of Cook

The foregoing instrument was acknowledged before me on March 6, 2014

(date) by MARGARET JABLONSKI, KAROL JABLONSKI (name/s of person/s acknowledged).

B. Veronico
Notary Public



(Seal)
Print Name: Brett Veronico

My commission expires: 9/13/16

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Date: **MARCH 5, 2014**
Loan Number: (scan barcode)
Lender: **WELLS FARGO BANK, N.A.**

Borrower: **MARGARET JABLONSKI, KAROL JABLONSKI**

Property Address: **9408 BAY COLONY DR , DES PLAINES, ILLINOIS 60016**

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.

M. Jablonski
Borrower _____ Date 3/6/14
MARGARET JABLONSKI

K. Jablonski
Borrower _____ Date 3/6/14
KAROL JABLONSKI

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

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Date: **MARCH 5, 2014**
Loan Number: (scan barcode)
Lender: **WELLS FARGO BANK, N.A.**

Borrower: **MARGARET JABLONSKI, KAROL JABLONSKI**

Property Address: **9408 BAY COLONY DR , DES PLAINES, ILLINOIS 60016**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **WELLS FARGO BANK, NA DBA AMERICA'S SERVICING COMPANY**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

M. Jablonski 3/6/14
MARGARET JABLONSKI Date

K. Jablonski 3/6/14
KAROL JABLONSKI Date

Date

Date

Date

Date

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EXHIBIT A

UNIT 773 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED IN AND A PART OF DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 18TH DAY OF NOVEMBER, 1974 AS DOCUMENT 2783627, TOGETHER WITH AN UNDIVIDED .2928 PER CENT INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF LOTS ONE (1), TWO (2) AND FIVE (5) IN LOUIS MEINSHAUSEN'S SUBDIVISION OF PART OF FREDERICH MEINSHAUSEN'S DIVISIONS OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 1 AFORESAID, 91.00 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 367.35 FEET TO A LINE WHICH IS PERPENDICULAR TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 16 AFORESAID, WHICH IS DRAWN THROUGH A POINT IN SAID EASTERLY EXTENSION 192.86 FEET EAST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID PERPENDICULAR LINE 247.69 FEET TO A LINE PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID WHICH PASSES THROUGH A POINT IN SAID WEST LINE 610.00 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 2 IN LOUIS MEINSHAUSEN'S SUBDIVISIONS AFORESAID; THENCE WEST ALONG LAST DESCRIBED PERPENDICULAR LINE 495.29 FEET TO A LINE 282.82 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 2 AFORESAID, THENCE NORTH ALONG SAID PARALLEL LINE 231.73 FEET TO A POINT ON THE NORTH LINE OF LOT 2 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF LOT 2 AFORESAID 427.11 FEET TO A POINT 710.00 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE SOUTHERLY 301.37 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 88 DEGREES 46 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE EASTERLY 40.0 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 91 DEGREES 12 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; FOR A DISTANCE OF 33.01 FEET TO THE SOUTH LINE OF THE NORTH 268.37 FEET OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 50.0 FEET TO THE EAST LINE OF THE WEST 90.0 FEET OF LOT 2 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE 211.58 FEET TO THE SOUTH LINE OF THE NORTH 479.84 FEET (MEASURED AT RIGHT ANGLES) OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 363.03 FEET TO THE WEST LINE OF THE EAST 25.84 FEET (MEASURED AT RIGHT ANGLES) OF LOT 2 AFORESAID; THENCE SOUTH ALONG SAID WEST LINE 367.66 FEET TO THE SOUTH LINE OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH

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LINE 256.90 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE EAST ALONG A PERPENDICULAR TO THE WEST LINE OF LOTS AFORESAID A DISTANCE OF 268.92 FEET TO A DIAGONAL LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 5 AFORESAID 351.04 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF LOT 5 AFORESAID 75.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHWESTERLY ALONG SAID DIAGONAL LINE FOR A DISTANCE OF 146.41 FEET TO A LINE 324.16 FEET EAST OF AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE WEST LINE OF LOTS 1 AND 5 AFORESAID; THENCE NORTH ALONG LAST DESCRIBED LINE 444.41 FEET; THENCE EAST AT RIGHT ANGLES THERETO 15.71 FEET TO A DIAGONAL LINE DRAWN FROM THE POINT OF BEGINNING TO A POINT IN THE SOUTH LINE TO LOT 1 AFORESAID 351.04 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHWESTERLY ALONG LAST DESCRIBED DIAGONAL LINE 310.72 FEET TO THE BEGINNING.

Cook County Clerk's Office