

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

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

Tax/Parcel No. 06-23-402-023-0000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$164,300.00 Fannie Mae Loan No.:  
Unpaid Principal Amount: \$136,368.59 Loan No: (scan barcode)  
New Principal Amount \$143,906.16  
New Money (Cap): \$7,537.57

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**  
(Providing for FIXED Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 6TH day of MARCH, 2014, between EDGAR BASILIO AND ZENAIDA BASILIO, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY, NOT AS JOINT TENANTS OR TENANTS IN COMMON ("Borrower") whose address is 510 COUNTRY LN, STREAMWOOD, ILLINOIS 60107 and WELLS FARGO BANK, N.A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715, articles and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated APRIL 12, 2004 and recorded on APRIL 22, 2004 in INSTRUMENT NO. 0411332032, 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

510 COUNTRY LN, STREAMWOOD, ILLINOIS 60107  
(Property Address)

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the real property described 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. As of, **MARCH 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$143,906.16**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal at the yearly rate of **4.6250%** from **MARCH 1, 2014**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$658.56** beginning on the **1ST** day of **APRIL, 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 **MARCH 1, 2054**.

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	4.6250%	03/01/2014	\$658.56	\$585.43 Adjusts annually after year 1	\$1,243.99 Adjusts annually	04/01/2014	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.

3. 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.

4. 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:

- (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

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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.
5. 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 Lender 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 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.

**Elizabete Gizaw**  
Vice President Loan Documentation

By Elizabete Gizaw  
(print name)  
(title)

03/20/14  
Date


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

**LENDER ACKNOWLEDGMENT**

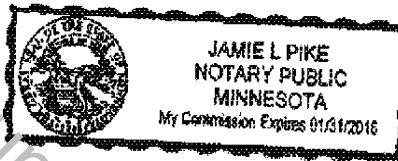
STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 03/20/2014 by  
Elizabete Gizaw  
Vice President Loan Documentation of WELLS FARGO BANK, N.A.  
a Vice President Loan Documentation, on behalf of said company.



Notary Public



Printed Name: Jamie L Pike

My commission expires: 01/31/2016

THIS DOCUMENT WAS PREPARED BY:  
SARA BRITE  
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.

[Signature]  
Borrower: EDGAR BASILIO

3-11-14  
Date

[Signature]  
Borrower: ZENAIDA BASILIO

3-11-14  
Date

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

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

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

State of Illinois **BORROWER ACKNOWLEDGMENT**

County of Cook

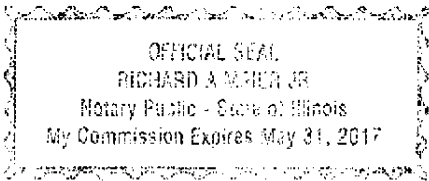
The foregoing instrument was acknowledged before me on March 11, 2014

(date) by EDGAR BASILIO, ZENAIDA BASILIO (name/s of person/s acknowledged).

[Signature]  
Notary Public

(Seal)  
Print Name: Richard A. Miller Jr

My commission expires: 5/31/17



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## EXHIBIT A

**BORROWER(S): EDGAR BASILIO AND ZENAIDA BASILIO, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY, NOT AS JOINT TENANTS OR TENANTS IN COMMON**

**LOAN NUMBER: (scan barcode)**

### LEGAL DESCRIPTION:

**LOT 636 IN WOODLAND HEIGHTS UNIT 2, BEING A SUBDIVISION IN SECTION 23 AND SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE ON NOVEMBER 29, 1958 AS DOCUMENT 17389928 IN COOK COUNTY, ILLINOIS. SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS OF RECORD, BUILDING LINES AND EASEMENTS, IF ANY.**

**ALSO KNOWN AS: 510 COUNTRY LN, STREAMWOOD, ILLINOIS 60107**

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## Addendum

This Addendum is attached to and made a part of the Loan Modification Agreement (the "Agreement") entered into between **WELLS FARGO BANK, N.A.** (the "Lender") and **EDGAR BASILIO AND ZENAIDA BASILIO, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY, NOT AS JOINT TENANTS OR TENANTS IN COMMON** (the "Borrower") dated **MARCH 6, 2014**.

Notwithstanding anything to the contrary contained in the Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

This agreement is only valid once consent of the United States Bankruptcy Court or other applicable approval to modify this mortgage is received.

(BORROWER MUST INITIAL HERE)

Signed this 11th day of March, 2014.

Lender

Borrower

By:  
Name:

Elizabeth Gizaw

Edgar Basilio

**Elizabeth Gizaw**  
Vice President Loan Documentation  
03/20/14

**EDGAR BASILIO**

Zenaida Basilio  
**ZENAIDA BASILIO**

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Date: MARCH 6, 2014  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, N.A.

Borrower: EDGAR BASILIO, ZENAIDA BASILIO

Property Address: 510 COUNTRY LN, STREAMWOOD, ILLINOIS 60107

## 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.

*[Signature]* \_\_\_\_\_ **3-11-14**  
Borrower \_\_\_\_\_ Date  
**EDGAR BASILIO**

*[Signature]* \_\_\_\_\_ **3-11-14**  
Borrower \_\_\_\_\_ Date  
**ZENAIDA BASILIO**

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

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

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

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