This Document Prepared By:
GRETA DAVIDSON
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-3472

When Record of Mail To: FIRST AMERICAN TITLE ATTN; LMTS P.O. BOX 27670 SANTA ANA, CA 92799-7678

Tax/Parcel No. 12-33-206-022-000/

|Space Above This Line for Recording Data|

Original Principal Amount: \$248,675.00 Unpaid Principal Amount: \$189,075.68

New Principal Amount \$182,928.05

New Money (Cap): \$0.00

FHA/VA Loan No.:

FHA Case No.:

Loan No: (scan barcode)

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

This Loan Modification Agreement ("Agreement"), made this 10TH day of APRIL, 2014, between JORGE RODRIGUEZ, UNMARRIED ("Borrower"), whose address is 3221 ARMITAGE AVE, MELROSE PARK, ILLINOIS 60160 and WELLS FARGO BANK, N. A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 are ends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FULRUARY 27, 2004 and recorded on MARCH 18, 2004 in INSTRUMENT NO. 0407826047, COOK COUNTY, IT/LINOIS, and (2) the Note, in the original principal amount of U.S. \$248,675.00, bearing the same date are are 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

3221 ARMITAGE AVE, MELROSE PARK, ILLINOIS 60160

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

Wells Fargo Custom HUD-HAMP Loan Modification Agreement 03312014_258

First American Mortgage Services

Page 1



1422054176 Page: 2 of 7

UNOFFICIAL COPY

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, MAY 1, 2014 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$182,928.05, 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 \$6,147.62. 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 4.7500%, from MAY 1, 2014. The Borrower promises to make monthly payments of principal and interest of U.S. \$954.24, beginning on the 1ST day of JUNE, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 1, 2044 (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 parament 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 days the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security In an ment. 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 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. I 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. 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



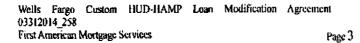
1422054176 Page: 3 of 7

UNOFFICIAL COPY

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.

- 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







1422054176 Page: 4 of 7

UNOFFICIAL COPY

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.	Margo Sue P resident Loan Do	'ruett ocumentation	1 hib	a 1/
By	(print name) (title)		4/11/2	Date
[Space Bel	ow This Line for	Acknowledgme	nts]	
LENGER ACKNOWLEDGMENT				
STATE OF Minnesota	CO	UNTY OF $\overline{1}$)akota	
The instruraent was acknowledged		,	11/2014	by
Margo Sw Pruett		<i>.</i>	4	the
Vice President Lan Documenta	tion	of WELLS		BANK, N.A.
a Vice President Loan Decement	on be	half of said com	pany.	
() C				
	4) JAMIE L	PIKE
Notary Public	C		NOTARY MINNE My Commission Ex	SOTA 📕
Printed Name: Junie L Pike	,	16		
My commission expires: 01/31/	2016	1//		
THIS DOCUMENT WAS PREPARED	BY:			
GRETA DAVIDSON		C		
WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X78	01-03K	•	0/1/	
FORT MILL, SC 29715			17	
			0,	
				150
			OFF'S	Ö

1422054176 Page: 5 of 7

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.	
4 N.	05-22-1U
Borrower: JORGE RODRIGUEZ	Date
Borrower:	Date
Borrowe:	Date
Borrower: [Space Below This Linc for Acknowledge	Date nents]
State of ## BORROWER ACKNOWLEDGMI	ENT
County of Dufage	
The foregoing instrument was acknowledged or fore me on	<u> </u>
(date) by JORGE RODRIGUEZ (name/s of persun/s acknowledged).	
Notary Public	Official South
(Seal) Print Name: Sean Huenache My commission expires: 3/24/17	Official Seal Sean Huenecke Notary Public State of Illinois Ny CN unission Expires 03/26/2017
My commission expires: 3/24/17	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
	Office

1422054176 Page: 6 of 7

UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): JORGE RODRIGUEZ, UNMARRIED

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 1 W. THE RESUBDIVISION OF LOTS 8 TO 14, BOTH INCLUSIVE, IN BLOCK 4 IN 1ST ADDITION TO LEYDEN GARDENS, A SUBDIVISION OF THE WEST 2/3 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE WEST 1/3 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EASY OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, BUILDING LINES, AND EASEMENTS OF RECORD.)

ALSO KNOWN AS: 3221 ARMITAGE AVE, MELROSE PARK, ILLINOIS 60160



1422054176 Page: 7 of 7

UNOFFICIAL COPY

Date: APRIL 10, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A. Borrower: JORGE RODRIGUEZ

Property Address: 3221 ARMITAGE AVE, MELROSE PARK, ILLINOIS 60160

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 AGP. EMENTS 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, pure cant 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.

the W	0/,	05 - 27 ₋
Borrower JORGE RODRIGUEZ	77	Date
Borrower	6/1/	Date
Borrower	C	Date
Вопомет		Date
Вопомег		Date
Вотоwer		Date

Wells Fargo Custom HUD-HAMP Loan Modification Agreement 03312014_258
First American Mortgage Services

