This Document Prepared By: BERNADETTE GOUDEN WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# x7801-03K FORT MILL, SC 29715 Of County (800) 416-1472

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

Tax/Parcel No. 17-22-304-092-1051

[Space Above This Line for Recording Data]

Original Principal Amount: \$284,798.00 Unpaid Principal Amount: \$268,460.60 New Principal Amount \$265,464.32

New Money (Cap): \$0.00

FIIA//A Loan No.: Loan No. (scan barcode)

### LOAN MODIFICATION AGREEMENT (MORTGACE

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of JANUARY, 2014, between LINDA WEBSTER A SINGLE PERSON ("Borrower"), whose address is 1629 S PRAIRIE AVE 1107,

CHICAGO, ILLINOIS 60616 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 JANUARY 14, 2010 and recorded on JANUARY 21, 2010 in INSTRUMENT NO. 1002126204, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$284,798.00, 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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#### 1629 S PRAIRIE AVE 1107, CHICAGO, ILLINOIS 60616

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.S. \$\sigma^2 5,464.32\$, 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 be in 'educed by the contemporaneous HUD Partial Claim amount of \$2,996.28. This agreement is condition d 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 4.2500%, from FEBRUARY 1, 2014. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,305.92, beginning on the 1ST day of MARCH, 2014, and continuing thereafter or the same day of each succeeding month until principal and interest are paid in full. If on FEBRUARY 1, 2044 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as am and d 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 Jay 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 Not 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 ag ees to make and execute other documents or papers as may be necessary to effectuate the terms and co divious 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.	Hallmó Y Adem Vice President Loan Docun	nentation ).	114
Ву	(print name)	_41	Date
[Spa	ce Below This Line for Ackno	owledgments]	
LENE DE LOUISIEU DOCUMENT	. I.P.		
LENGTP. ACKNOWLEDGMEN			
STATE OF Minnesoty	COUNTY	OF <u>Dekota</u>	<del></del>
The instrument was acknowl	edged before me this	4/23/14	by
Haljons Y A	dem		the
Vice President Luan Docu		of WELLS FARGO	
	mentation , on behalf of		J BAINK, INA.,
Notary Public  Printed Name: Brian C. Wi My commission expires: 1/31  THIS DOCUMENT WAS PREPA BERNADETTE GOODEN WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MACE FORT MILL, SC 29715	/2016 ARED BY:	BRIAN C. WI NOTARY PUBLIC-MI MY COMMISS EXPIRES JAN 3	ILSON SINMESOTA SION SION SION SION SION SION SION SION

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n Witness Whereof, I have executed this Agreement.	4-3
orrower: LINDA WEBSTER	Date
Orrower;	Date
OFFOWER:	Date
[Space Below This Line for Acknowledgments]	Date
ate of Ilinois BORROWER ACKNOWLEDGMENT	
ounty of Cook	2001/
he foregoing instrument was acknowledged before me on April 3 late) by LINDA WEBSTER (name/s of person/ acknowledged).	
otary Public  Jeal)  int Name: JULIANNE JACK SOM  OFFICIAL SÉ-  JULIANNE ACKSON  OFFICIAL SÉ-  JULIANNE ACKSON  OFFICIAL SÉ-	
cal) int Name: JULIANNE JACKSON	
ly commission expires: 6-21-14	Ó
	Oca
OFFICIAL SE -L.	
JULIANNE JACKSON  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES 06/21/14	Cv

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#### EXHIBIT A

BORROWER(S): LINDA WEBSTER A SINGLE PERSON

LOAN NUMBER: (scan barcode)

#### **LEGAL DESCRIPTION:**

PARCEL 1: UNIT 1107 AND GU-33 IN THE 1600 MUSEUM PARK CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE 66 FOOT WIDE EAST 18TH STREET WITH THE EAST LINE OF THE 66 FOOT WIDE SOUTH PRAIRIE AVENUE; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SOUTH PRAIRIE AVENUE, AFORESAID, 40/.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SOUTH PRAIRIE AVENUE, AFORESAID, 219.0 FLET TO THE NORTHWEST CORNER OF LOT 1 IN E.L. SHERMAN'S SUBDIVISION OF LOT'S 4,5 AND 6 IN BLOCK 1 OF CLARKE'S ADDITION AND LOT 1 IN BLOCK 1 AND THE WEST 112LF OF BLOCK 2 OF SUBDIVISION OF 49 1/2 ACRES SOUTH OF AND ADJOINING THE NOWTH 20.90 ACRES OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 22; THENC'S NORTH 89 DEGREES 56 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF LOT LINE.L. SHERMAN'S SUBDIVISION, AFORESAID, 119.65 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY AS FIXED BY AGREEMENT RECORDED OCTOBER 20, 1941 AS DOCUMENT NUMBER 12778000 AND BY A CONTERPART AGREEMENT RECORDED DECEMBER 6, 1941, AS DOCUMENT NUMBER 12868252; THENCE SOUTH 16 DEGREES 48 MINUTES 27 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FIXED BY AGREEMENT, 57.74 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 27 DEGREES 20 MINUT. SECONDS EAST ALONG THE LAST MENTIONED WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD, 175.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 90.34 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS EAST 7.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 126.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND THE PROPERTY AND SPACE OF THE ILLINOIS CENTRAL RAILROAD COMPANY LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING VITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LAND PROPERTY AND SPACE, DESCRIBED AS FOLLOWS: THAT PART OF LOTS 7 AND 12 IN ASSESSORS DIVISION OF LOTS 1, 2 AND 3 IN BLOCK 1 OF CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12 AND RUNNING THENCE NORTH **00 DEGREES 02 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID LOTS 12 AND** 7, A DISTANCE OF 84.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 58.26 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 14 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 94.49 FEET TO AN INTERSECTION WITH THE



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SOUTH LINE OF SAID LOT 12, AT A POINT 101,28 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND THENCE SOUTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 12, A DISTANCE OF 101.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR 1600 MUSEUM PARK CONDOMINIUMS, MADE BY 1600 MUSEUM PARK LLC. AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 0835010078 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS THEREOF, IN COOK COUNTY, ILLINOIS. PARCEL 2: THE EXCLUSIVE RIGHT TO THE USS OF STORAGE SPACE S-51, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID. RECORDED AS DOCUMENT NUMBER 0835010078, GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY LESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN

ALSO KNOWN AS: 1629 S PRAIRIE AVE 1167, CHICAGO, ILLINOIS 60616



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Date: JANUARY 1, 2014 Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: LINDA WEBSTER

Property Address: 1629 S PRAIRIE AVE 1107, CHICAGO, ILLINOIS 60616

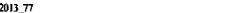
### NOTICE OF NO ORAL AGREEMENTS

THIS WA'TTEN 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 OXAL 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 egreements, 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 loap or delay repayment of morey, goods or any other thing of value or to otherwise extend credit or make

MM M	Delista	4-3-2014
Borrower LINDA WEBSTER	COUL	Date
Borrower	2	Date
Borrower		Date
Borrower		Datc
Borrower		Date
Borrower		Date



First American Mortgage Services