

This Document Prepared By:
ASHLEN PORTER
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. **13-27-414-015-0000**

_____[Space Above This Line for Recording Data]_____

Original Principal Amount: \$340,000.00

Freddie Mac Loan No.:

Unpaid Principal Amount: \$321,628.80

Loan No: (scan barcode)

New Principal Amount \$427,699.83

New Money (Cap): \$106,071.03

LOAN MODIFICATION AGREEMENT (MORTGAGE)
(Fixed Rate)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on the 11TH day of JULY, 2014 (the "Modification Effective Date"), by and between CARLOS LUCERO A MARRIED MAN (the "Borrower(s)") whose address is 2501 NORTH TRIPP AVENUE, CHICAGO, ILLINOIS 60639 and WELLS FARGO BANK, N.A. ("Lender") whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 (the "Lender (Mortgagee)" together with the Borrower(s), the "Parties"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated MARCH 21, 2006, in the original principal sum of U.S. \$340,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, the Note bearing the same date as and recorded on APRIL 18, 2006 in INSTRUMENT NO. 0610833143, of the OFFICIAL Records of COOK COUNTY, ILLINOIS. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

2501 NORTH TRIPP AVENUE, CHICAGO, ILLINOIS 60639
[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument date MARCH 21, 2006.



UNOFFICIAL COPY

1. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the Modified Loan. The new principal balance of my note will be **\$427,699.83** (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
2. **\$111,959.28** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$315,740.55**. Interest at the rate of **4.6250%** will begin to accrue on the Interest Bearing New Principal Balance as of **JULY 1, 2014** and the first new monthly payment on the Interest Bearing New Principal Balance will be due on **AUGUST 1, 2014**. Borrower agrees to make payments for the Modification Loan as outlined in the payment schedule below:

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%	07/01/2014	\$1,441.92	\$475.27 Adjusts annually after year 1	\$1,920.19	08/01/2014	480

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 2 shall supersede any provisions to the contrary in the Note and Security Instrument, including but not limited to, provisions for an adjustable, step or simple interest rate.

Borrower understands that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my Modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My Modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

3. **EXTENSION.** This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:
 - a. The Current contractual due date has been extended from **JULY 1, 2010** to **AUGUST 1, 2014**. The first modified contractual due date is on **AUGUST 1, 2014**.
 - b. The maturity date has been extended from **APRIL 1, 2036** (month/year) to **JULY 1, 2054**.

UNOFFICIAL COPY

- c. The amount of interest to be included (capitalized) will be U.S. **\$82,082.35**.
 - d. The amount of the Escrow Advance to be capitalized will be U.S. **\$21,306.68**.
 - e. The amount of Recoverable Expenses to be capitalized will be U.S. **\$2,682.00** Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.
 - f. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the property (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the maturity date.
 - g. 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.
4. **NOTE AND SECURITY INSTRUMENT.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, 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 shall comply with, all of the terms and provisions thereof, as amended by this Agreement.
 5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement Statement.
 6. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).
 7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.
 8. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 Family Modification Agreement Rider Assignment of Rents.
 9. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
 10. This Agreement is conditioned upon the receipt of the 1-4 Family Modification Agreement Rider Assignment of Rents, if included, specified in the attached cover letter, which is incorporated herein by reference.
 11. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by **WELLS FARGO BANK, N.A.**

UNOFFICIAL COPY

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

12. If the Borrower(s) 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 that are due.

CORRECTION AGREEMENT: The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants **WELLS FARGO BANK, N.A.**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. (Borrower(s) initial)

M. L. C. L.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

WELLS FARGO BANK, N.A.

Hannah Spektor

Hannah Marie Spektor
Vice President Loan Documentation

8.4.14

By

(print name)
(title)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota

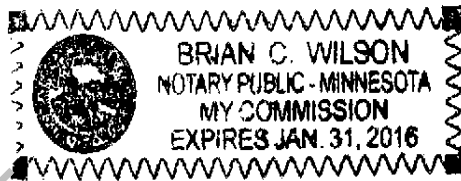
COUNTY OF Dakota

The instrument was acknowledged before me this 8/4/14 by
Hannah Marie Spektor,
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said company.

Bwl

Notary Public

Printed Name: Brian C. Wilson
My commission expires: 1/31/2016



THIS DOCUMENT WAS PREPARED BY:
ASHLEN PORTER
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: CARLOS LUCERO

7-22-2014
Date

[Signature]
Borrower: MONICA LUCERO

7-22-2014
Date

Borrower: _____

_____ Date

Borrower: _____

_____ Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

State of Illinois

County of Cook

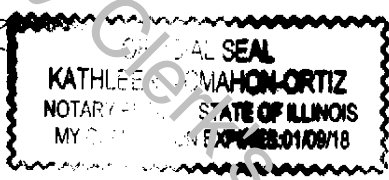
The foregoing instrument was acknowledged before me on July 22, 2014

(date) by CARLOS LUCERO, MONICA LUCERO (name/s of person/s acknowledged).

[Signature]
Notary Public

(Seal)
Print Name: Kathleen McMahon-Ortiz

My commission expires: 1/9/2018



UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): CARLOS LUCERO A MARRIED MAN

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 27 EXCEPT THE NORTH 6 FEET THEREOF IN BLOCK 1 IN KEENEY AND PENBERTHY'S ADDITION TO PENNOCK, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 2501 NORTH TRIPP AVENUE, CHICAGO, ILLINOIS 60639

UNOFFICIAL COPY

Date: **JULY 11, 2014**
Loan Number: (scan barcode)
Lender: **WELLS FARGO BANK, N.A.**

Borrower: **CARLOS LUCERO, MONICA LUCERO**

Property Address: **2501 NORTH TRIPP AVENUE, CHICAGO, ILLINOIS 60639**

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.

<i>[Signature]</i>	<i>7-22-2014</i>
Borrower _____ CARLOS LUCERO	Date _____
<i>[Signature]</i>	<i>7-22-2014</i>
Borrower _____ MONICA LUCERO	Date _____
Borrower _____	Date _____
Borrower _____	Date _____
Borrower _____	Date _____
Borrower _____	Date _____



UNOFFICIAL COPY

Wells Fargo Home Mortgage
 MAC x4501-02D
 2051 Killebrew Drive
 2nd Floor, Suite 220
 Bloomington, MN 55425

July 11, 2014

Carlos Lucero
 2501 North Tripp Avenue
 Chicago IL 60639

Subject: Assignment of Rent Rider

Dear Carlos Lucero :

1-4 Family Modification Agreement Rider Assignment of Rents
 THIS 1-4 FAMILY MODIFICATION AGREEMENT RIDER ASSIGNMENT OF RENTS ("1-4 Family Rider") effective July 11, 2014 is incorporated into that certain Loan Agreement (the "Modification") of the same date made by Carlos Lucero (the "Borrower") incorporated into and amends and supplements the Security Instrument executed by Borrower to secure the Note. The Security Instrument covers the Property as defined and described in the Security Instrument and located at:
 2501 North Tripp Avenue Chicago IL 60639-2020

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a

LM146/P7M/Page 1

Together we'll go far



UNOFFICIAL COPY

Wells Fargo Home Mortgage
 MAC x4501-02D
 2051 Killebrew Drive
 2nd Floor, Suite 220
 Bloomington, MN 55425

Page 2/Assignment of Rent Rider

leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5 of the Security Instrument.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 of the Security Instrument is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 of the Security Instrument concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 of the Security Instrument shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

LM146/P7M/Page 2

Together we'll go far



UNOFFICIAL COPY

Wells Fargo Home Mortgage
 MAC x4501-02D
 2051 Killebrew Drive
 2nd Floor, Suite 220
 Bloomington, MN 55425

July 11, 2014

Carlos Lucero
 2501 North Tripp Avenue
 Chicago IL 60639

Page 3/Assignment of Rent Rider

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sum secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or

LM147/P7M/Page 3

Together we'll go far



UNOFFICIAL COPY



Wells Fargo Home Mortgage
MAC x4501-02D
2051 Killebrew Drive
2nd Floor, Suite 220
Bloomington, MN 55425

Page 4/Assignment of Rent Rider

waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

J. PRIOR ASSIGNMENT OF RENTS. This 1-4 Family Rider supersedes the provisions of any previous 1-4 Family Rider Assignment of Rents (a "Previous Assignment") executed by Borrower pertaining to the Property. If a Previous Assignment has been executed by the Borrower, then the assignment and lien granted in the assignment of Rents contained in Paragraph H of this 1-4 Family Rider shall relate back in time to the date and priority of any such Previous Assignment.

K. CAPITALIZED TERMS. Capitalized terms used in this 1-4 Family Rider shall have the meanings ascribed to them in the Modification except as otherwise specifically set forth in this 1-4 Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Carlos Lucero (Seal)
Date Carlos Lucero

Date _____ (Seal)

Date _____ (Seal)

84.14 Hannah Specktor #5
Date Wells Fargo Home Mortgage Bank, N.A.
By: **Hannah Marie Specktor**
Vice President Loan Documentation

LM147/P7M/Page 4

Together we'll go far

