This Document Prepared By: STEPHANIE NICOLE JONES 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 927/9-7670

Tax/Parcel No. 32-20-107-005 J000

[Srace Above This Line for Recording Data]

Original Principal Amount: \$140,499.20

Unpaid Principal Amount: \$136,662.57

New Principal Amount \$102,631.82

New Money (Cap): \$0.00

FHA/VA Loan No.:

FHA Case No.: 703 137-6845271 Loan No: (scan barcode)

#### LOAN MODIFICATION ACREEMENT (MORTGAGE)

(Providing for Fixed Kate)

This Loan Modification Agreement ("Agreement"), made (nis 15TH day of JULY, 2014, between ALEXIS A BROWN ("Borrower"), whose address is 212 COUNTRY CLUB RD, CHICAGO HEIGHTS, ILLINOIS 60411 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 AUGUST 13, 2012 and recorded on SEPTEMBER 19, 2012 in INSTRUMENT NO. 1226315019, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$140,409.00, 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

212 COUNTRY CLUB RD, CHICAGO HEIGHTS, ILLINOIS 60411

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

Wells Fargo Custom FHA HAMP Loan Modification Agreement 07032014 258

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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, AUGUST 1, 2014 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$102,631.82, 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 Ur oa'd Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$34,059.77. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.
- 3. Borrower projects 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 4.0000%, from AUGUST 1, 2014. The Borrower promises to make monthly payments of principal and interest of U.S. \$489.98, beginning on the IST day of SEPTEMBER, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 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 Eurrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate pryment 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 has ument. 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  $\rho$  pers 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 enuirements 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:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, imp'ementing, 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 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.

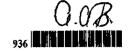


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- 8. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- 9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure





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## JNOFFICIAL CO

In Witness Whereof, the Lender have executed this Agreement. Brian Pepanda WELLS FARGO BANK, N.A. Vice President Loan Documentation (print name) (title) [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT COUNTY OF Dake STATE O? acknowledged before me this by The instrumen: the Vice President Loan Documentation **FARGO** BANK, of WELLS N.A., a Vice President Loan Documentation on behalf of said company. Halimo Yusuf Adem **NOTARY PUBLIC** State of Minnesota **Notary Public** Ay Commission Expires 1-31-2015 Clart's Office My commission expires: THIS DOCUMENT WAS PREPARED BY: STEPHANIE NICOLE JONES WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K



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In Witness Whereof, I have executed this Agreement.	/
And O. Kom	7/31/14
Borrower: ALEXIS A BROWN	Date
Borrower:	Date
Borrower	Date
Borrower: [Space Below This Line for A	Date Acknowledgments
RORROWER ACKNO	,
County ofCODK  The foregoing instrument was acknowledged before me on	7-31-14
(date) by <u>ALEXIS A BROWN</u> (name/s of perso 1/s a know	
Motany Gublic (Seal)	75 
Print Name: LATOLYA GOLSMITH  My commission expires: 6-11-18	OF THIP SEAL LATONYA GO DEMITH Notary Public - State of Illinois My Commission Expired Jun 11, 2018



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#### **EXHIBIT A**

**BORROWER(S): ALEXIS A BROWN** 

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 5 IN ADDITION TO BLOCK 4 TO EDGEWOOD PARK ADDITION TO CHICAGO HEIGHTS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 55 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, PRIVATE, PUBLIC AND UTILITY EASEMENTS AND ROADS AND HIGHWAYS

ALSO KNOWN AS: 2/2 COUNTRY CLUB RD, CHICAGO HEIGHTS, ILLINOIS 60411



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Date: JULY 15, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A. Borrower: ALEXIS A BROWN

Property Address: 212 COUNTRY CLUB RD, CHICAGO HEIGHTS, ILLINOIS 60411

#### NOTICE OF NO ORAL AGREEMENTS

THIS WRIT (EN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANCO JS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

#### THERE ARE NO ORAL A GREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigne, he eby 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, program 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.

( Mills U. Bo	7/31/14
Borrower ( ALEXIS A BROWN	Date
Borrower	Date