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Doc#: 1428329018 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/10/2014 10:31 AM Pg: 1 of 5

This Document Frepared By: KATELYN COLBY FANKE WELLS FARGO BANK, N.A. MAC # X2303-01N 1 HOME CAMPUS **DES MOINES, IA 50328** 

When Recorded Mail To: WELLS FARGO BANK, N.A. ATTN: LIEN PROCESSING P.O. BOX 31557 BILLINGS, MT 59107-9900

Tax/Parcel No. 15-34-108-058

[Space Above This Line for Recording Data]

-004 COUP.

Original Principal Amount: \$49,170.00 Unpaid Principal Amount: \$38,498.05 New Principal Amount \$38,498.05

Anvestor Loan No.: Loan No: (scan barcode)

New Money (Cap): \$0.00

### MODIFICATION TO MORTGAGE

(Providing for Fixed Interest Rate)

This Modification Agreement ("Agreement"), made this 17TH day of JULY, 2014, between FONY M SHUGAILO AND, CLARICE P SHUGAILO HUSBAND AND WIFE ("Borrower" or "Grantor") whose address is 3201 KEMMAN AVE, BROOKFIELD, ILLINOIS 60513 and WELLS FARGO BANK, N.A. ("Lender") whose address is 1 HOME CAMPUS, DES MOINES, IA 50328, Lender and Borrower are collectively referred to as the "Parties".

#### **RECITALS:**

A. Borrower executed and delivered to Lender that certain MORTGAGE dated JUNE 16, 2004, securing the Debt Instrument of the Note bearing the same date as (together with any renewals, extensions, or

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modifications to the Debt Instrument made prior to the date of this Agreement), recorded on JULY 1, 2004 in INSTRUMENT NO. 0418344022 of the Records of the Office of the Probate judge of the COUNTY of COOK, State of ILLINOIS (the "Security Instrument"), and covering the property described in the Security Instrument and located at 3201 KEMMAN AVE, BROOKFIELD, ILLINOIS 60513 (the "Property"), more particularly described as follows

LOTS 23 AND 24 IN BLOCK 59 IN S.E. GROSS SECOND ADDITION TO GROSSDALE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- B. This section is intentionally left blank
- C. The security Instrument currently provides for A payment in full date of JULY 1, 2014
- D. The parties tesire to change the security instrument to provide for A payment in fail date of JULY 1, 2029
- E. The parties wish to modify and amend the Security Instrument to reflect the above change.

#### **AGREEMENTS**

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge Borrower and Lender agree as follows:

- 1. The Security instrument is modified and amended as follows:
  - The payment in full date is JULY 1, 2629
- 2. All capitalized terms not defined herein shall have the meanings set forth in the Security Instrument.
- 3. Except as expressly provided in this Agreement, all term, covenants, conditions, and provisions of the Security Instrument (Including any previous modifications) shell remain unchanged and in full force and effect, and this Agreement shall not affect Lenders security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the coverants and agreements in the Security instrument and the Debt Instrument at the time and in the manner therein provided.
- 4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Security Instrument, the provisions of this Agreement shall control.
- 5. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Security Instrument or the Debt instrument.
- 6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligations in connection with the Debt instrument. The co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and the Security Instrument 9as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.

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- 7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.
- 8. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- 9. By Signing below, Borrower acknowledges that Borrower has received, read and agrees to the terms of Ag.

  Reparties h.

  Cook County Clarks Office this Agreement and that Borrower has retained a copy of this Agreement.

The Parties have executed this Agreement under seal as of the day and year first above written.

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n Witness Whereof, the Lender has executed this	s Agreement.		
WELLS FANGO BANK, NA DBA AMERICA	'S SERVICING CO	MPANY OHJZOJZOIY	
	t name) )	Date	
LENDER ACKNOWLEDGMENT		A 40 L	
STATE OF Minnesota	COUNTY OF_	•	
The instrument was acknowledged before	re me this	7/28/14	by
Karsin Ann Marie Johnson	<u> </u>		the
Vice Presider ( ) can Documentation	of WELLS FA	ARGO BANK, NA DBA	AMERICA'S
SERVICING COMP NY, a Vice Preside	ent Loan Document	ation , on behalf of sa	id company.
Notary Public  Printed Name: Brian C. Wilson My commission expires: 1/31/206  THIS DOCUMENT WAS PREPARED BY: KATELYN COLBY HANKE WELLS FARGO BANK, N.A. MAC # X2303-01N 1 HOME CAMPUS DES MOINES, 1A 50328		BRIAN C. WIL9O NOTARY PUBLIC - MINNES MY COMMISSION EXPIRES JAN. 31, 20	N S SOTA S S116 S SOTA S

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In Witness Whereof, I have executed this Agreement.	7-12-14
Borrower. TONY, M. STRUGATUS	Date
Clavice & Fire my	1-22-20y
Borrower: CLARICE P SHUGAILO	Date
Borrower:	Date
Borrowsr: [Space Below This Line for Acknowledgments]	Date
State ofBORROWER ACKNOWLEDGMENT	
County of Lake	
The foregoing instrument was acl now edged before me on/ \darksquare \lambda \la	
(date) by TONY M SHUGAILO, CLARICE P SHUGAILO (name/s of person/s acknowledge)  Notary Public	owledged).
(Seal) Print Name: EDWARD M DeATO  My commission expires: 3 23 2017  My COMMISSION EXP	ENTEN { TE OF ILLINOIS }
mer many	

