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This Document Prepared By:
TESSIRA TCON WADE
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

When recorded, mail to: #9102638
First American Title
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: LANE-JENKINS - PR DOCS

Tax/Parcel No. 10-14-223-023-0000

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Original Principal Amount: \$344,763.00

FHA/VA Loan No. [REDACTED]

Unpaid Principal Amount: \$262,804.29

FHA Case No.: 703 137-5120718

New Principal Amount \$195,193.55

Loan No: (scan barcode)

New Money (Cap): \$0.00

49292559

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

This Loan Modification Agreement ("Agreement"), made this 12TH day of SEPTEMBER, 2014, between GARY JENKINS AND LILLIAN G. LANE-JENKINS, HUSBAND AND WIFE, NOT AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP NOR AS TENANTS COMMON BUT AS TENANTS BY THE ENTIRETY

("Borrower"), whose address is 9242 E PRAIRIE ROAD, SKOKIE, ILLINOIS 60076 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 JUNE 26, 2009 and recorded on JULY 15, 2009 in INSTRUMENT NO. 0919615092, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$344,763.00, 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 9242 E PRAIRIE ROAD, SKOKIE, ILLINOIS 60076

the real property described is located in COOK COUNTY, ILLINOIS and being set forth as follows:

LOT 104 AND THE NORTH 15 FEET OF LOT 105 IN EUGENE L. SWENSON'S EVANSTON MANOR, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SKOKIE, IN COOK COUNTY, ILLINOIS.

Wells Fargo Custom FHA HAMP Loan Modification Agreement
09012014_258

Initial

GA
RLJ

708

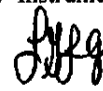
UNOFFICIAL COPY

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, **OCTOBER 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$195,193.55**, 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 \$67,610.65. 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 **4.2500%**, from **OCTOBER 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$960.23**, beginning on the **1ST** day of **NOVEMBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 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 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 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. 1 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.




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In Witness Whereof, I have executed this Agreement.

Gary Jenkins
Borrower: **GARY JENKINS**

9/24/14
Date

Lillian G Lane Jenkins
Borrower: **LILLIAN G LANE JENKINS**

9/24/14
Date

Borrower: _____

_____ Date

Borrower: _____

_____ Date

_____ [Space Below This Line for Acknowledgments] _____

State of Illinois **BORROWER ACKNOWLEDGMENT**

County of Cook

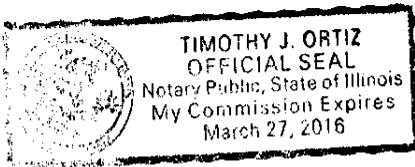
The foregoing instrument was acknowledged before me on 9-24-14

(date) by GARY JENKINS, LILLIAN G LANE JENKINS (name/s of person/s acknowledged).

Timothy J Ortiz
Notary Public

(Seal)
Print Name: Timothy J Ortiz

My commission expires: 3/27/16



[Handwritten Signature]



[Handwritten Signature]

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In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Marcelline Zomatchi

Vice President Loan Documentation

10/10/14

Marcelline Zomatchi

By _____ (print name)
_____ (title)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MN

COUNTY OF Dakota

The instrument was acknowledged before me this Oct 10, 2014 by

Marcelline Zomatchi,

the

Vice President Loan Documentation of WELLS FARGO BANK, N.A.,

a _____, on behalf of said company.

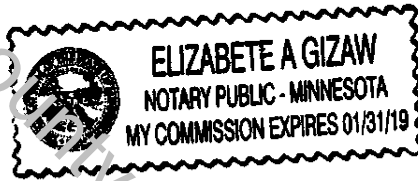
Vice President Loan Documentation

Elizabeth
Notary Public

ELIZABETE A GIZAW

Printed Name: _____

My commission expires: 1/31/19



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



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Date: **SEPTEMBER 12, 2014**
Loan Number: (scan barcode)
Lender: **WELLS FARGO BANK, N.A.**
Borrower: **GARY JENKINS, LILLIAN G LANE-JENKINS**
Property Address: **9242 E PRAIRIE ROAD, SKOKIE, ILLINOIS 60076**

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.

Gary Jenkins
Borrower _____ Date 9/24/14
GARY JENKINS

Lillian Lane-Jenkins
Borrower _____ Date 9/24/14
LILLIAN G LANE-JENKINS

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date