### When recorded mail to:

First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS

### PREPARED BY:

KATIE M BURGESS WELLS GARGO BANK N.A. 3476 STATVIEW BLVD, MAC# X7801-03K FORTMILL, SC 29715 (800) 416-1472

. [Space Ator's This Line For Recording Data].....

# LOAN MODIFICATION AGREEMENT (MORTGAGE) L TOOK -7

STATE: IL COOK

ORDER #: 8927667

PIN: 31-27-204-015-0000

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This Document Prepared By: KATIE M BURGESS 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 92719-7670

Tax/Parcel No. 31-27-204-015 0000

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Original Principal Amount: \$155,056.00

Unpaid Principal Amount: \$172,576.20

New Principal Amount \$169,646.29

New Money (Cap): \$0.00

FHA/VA Loan No.

FHA Case No.: 703 137-2853936

Loan No: (scan barcode)

### LOAN MODIFICATION ACREEMENT (MORTGAGE)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made and 31ST day of JULY, 2014, between GENNETT RINGO-JONES ("Borrower"), whose address is 21644 SOUTH RICHMOND ROAD, MATTESON, ILLINOIS 60443 and WELLS FARGO BANK, N.A. ('Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 anends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FEBRUARY 13, 2004 and recorded on MARCH 8, 2004 in INSTRUMENT NO. 0406840071, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$159,066.00, 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

21644 SOUTH RICHMOND ROAD, MATTESON, ILLINOIS 60443

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

LOT 81 IN LINCOLN TERRACE SUBDIVISION PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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):

Wells Fargo Custom FHA HAMP Loan Modification Agreement

07032014\_258

First American Mortgage Services

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- 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, SEPTEMBER 1, 2014 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$169,646.29, consisting of the amount(s) loaned to Borrower by Lender, plus caritalized 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 \$2,930.67 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 SEPTEMBER 1, 2014. The Borrower promises to nake monthly payments of principal and interest of U.S. \$834.56, beginning on the 1ST day of OCTOBER, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest a e paid in full. If on SEPTEMBER 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 rhale all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments and 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.
- 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



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# **UNOFFICIAL COPY**

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.

- 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.
- ded, v. Hazard dis.

  Operation of Columns Clarks Office. 9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure



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# **UNOFFICIAL CO**

In Witness Whereof, the Lender have executed this Agreement. Elizabete Gizaw WELLS FABGO BANK, N.A. Vice President Loan Documentation Ву (print name) (title) [Space Below This Line for Acknowledgments] LEMPR ACKNOWLEDGMENT <u>Minnesota</u> STATE OF Dakota COUNTY OF instrument was acknowledged before me by this Elizabete the Vice President Loan Documentation WELLS **FARGO** BANK, N.A., Vice President Loan Secumentation on behalf of said company. **Notary Public** Printed Name: Brian C. Wilson C/O/A/S O/A/CO My commission expires: THIS DOCUMENT WAS PREPARED BY: KATIE M BURGESS WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SC 29715



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# UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.	8/14/14
Borrower: GENNETT RINGO-JONES	Date
Borrower:	Date
Borrower:	Date
Borrower: [Space Below This Line for Acknowledgments]	Date
State ofBORROWER ACKNOWLEDGMENT	
County of <u>Cook</u> The foregoing instrument was acknowledged before me on <u>14 Augu</u>	st 2014
(date) by GENNETT RINGO-JONES (name/ of person/s acknowledged).	
Notary Public	
(Seal) Print Name: GREGORY D-MORLIS	
Notary Public  (Seal)  Print Name: Grecory D-Morris  My commission expires: 9-19-14	TSO

"OFFICIAL SEAL"
GREGORY D. MORRIS
Notary Public, State of Illinois
My Commission Expires 09/19/14

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## **UNOFFICIAL COPY**

Date: JULY 31, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A. Borrower: GENNETT RINGO-JONES

Property Address: 21644 SOUTH RICHMOND ROAD, MATTESON, ILLINOIS 60443

### 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, CONTEMPORANCO IS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

### THERE ARE NO ORALAGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigne 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 present 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.

Kensell Kingo Jones	8/14/14
Borrower GENNETT RINGO-JONES	Date
Borrower	Date
Rorrower	Date

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