This Document Prepared By: ROLANDA AMORETTE GREEN WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K OOA COUNT 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. 15-09-320-055-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$117,826.00 Unpaid Principal Amount: \$117,080.64 New Principal Amount \$120,795.43 New Money (Cap): \$3,714.79

F'A VA Loan No.: Lean No: (scan barcode)

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 16TH day of JANUAN, 2015, between DARLENE HENDERSON ("Borrower"), whose address is 3911 MADISON AVE, BELLWOOD, ILLINOIS 60104 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 JULY 24, 2009 and recorded on AUGUST 11, 2009 in INSTRUMENT NO. 0922357075, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$117,826.00, 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

3911 MADISON AVE, BELLWOOD, ILLINOIS 60104

Wells Fargo Custom Loan Mod 01152015\_77

1512008007 Page: 2 of 7

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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 this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these and unts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement voi 1.
- 2. As of, MARCH 1, 2015 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$120,795.43, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$3,714.79 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.
- 3. Borrower promises to pay the Unnaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unnaid Principal Balance at the yearly rate of 4.2500%, from MARCH 1, 2015. The Borrower promises to make monthly payrights of principal and interest of U.S. \$594.24, beginning on the 1ST day of APRIL, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 1, 2045 (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 same secured by this Security Instrument.
  - If the Lender exercises this option, the Lender shall give the Borrower patice 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 paintted 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



1512008007 Page: 3 of 7

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contains any such terms and provisions as those referred to in (a) above.

- 7. If the borrower has filed for or received a discharge in a bankruptcy proceeding subsequent to or in conjunction with the execution of this Agreement and said debt was not reaffirmed during the course of the proceeding, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement and may only enforce the lien as against the property.
- 8. 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.
- 9. 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. Aministrators, and assigns of the Borrower.
- 10. If included, the undersigner, Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure



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In Witness Whereof, I have executed this Agreement.	2/17/15
Borrower: DARLENE HENDERSON	Date
Borrower:	Date
Borrovæ	Date
Borrower: [Space Below This Line for Acknowledgments]	Date
State of BORROWER ACKNOWLEDGMENT	
County of COOK 2/17/20	K .
The foregoing instrument was acknowledged the fore me on	/)
(date) by DARLENE HENDERSON (name/s of person/s acknowledged).  Notary Public OFFICIAL	SEAL
(Seal) Print Name: A VEL TOTAL PSA M. Commission Exp	tete of Illinois (
My commission expires: 6/19/30/5	Ś
	OFFICE
	0

1512008007 Page: 5 of 7

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In Witness Whereof, the Lender have executed this Agreement. Kong Mong Thao Vice President Loan Documentation WELLS FARGO BANK, N.A. 2/26/15 (print name) Date (title) [Space Below This Line for Acknowledgments] LEND'S ACKNOWLEDGMENT STATE OF The instrumant was acknowledged before me this by the Vice President Loga Documentation **FARGO** BANK, of WELLS N.A., Vice President Loan Documentation on behalf of said company. **PANG XIONG** Pang Xiong /Printed Name: My commission expires: THIS DOCUMENT WAS PREPARED BY: -76/4's Office **ROLANDA AMORETTE GREEN** WELLS FARGO BANK, N.A.

3476 STATEVIEW BLVD, MAC# X7801-03K

FORT MILL, SC 29715

1512008007 Page: 6 of 7

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### **EXHIBIT A**

**BORROWER(S): DARLENE HENDERSON** 

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 2: IN LEVI G. HETZEL'S ADDITION TO BELLWOOD IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPA L MERIDIAN, IN COOK COUNTY, ILLINOIS. TOGETHER WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANY WISE ADISON.

Of Columns Clarks Office APPERTAINING.

ALSO KNOWN AS: 3911 MADISON AVE, BELLWOOD, ILLINOIS 60104



1512008007 Page: 7 of 7

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Date: JANUARY 16, 2015 Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A. BOTTOWER: DARLENE HENDERSON

Property Address: 3911 MADISON AVE, BELLWOOD, ILLINOIS 60104

#### NOTICE OF NO ORAL AGREEMENTS

THIS WESTTEN 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 CRAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The videsigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loar 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 agreements, agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents agreements agreements agreements.

Bortower DARLENE HENDERSON	Meuderson	Date
Borrower	TO EL	Date
Borrower	C	Date
Borrower		Date
Borrower		Date

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