

~~When recorded mail to: #9247302~~  
First American Title  
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: MARCUS - PP DOCS

This Document Prepared By:  
**CYNTHIA STOWE**  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7901-03K  
FORT MILL, SC 29715  
(800) 416-1472

~~When Recorded Mail To:~~  
**FIRST AMERICAN TITLE**  
ATTN: LMTS  
P.O. BOX 27670  
SANTAANA, CA 92799-7670

Tax/Parcel No. 09-18-110-007-0000

[Space Above This Line for Recording Data]  
Original Principal Amount: \$201,286.00      FHA/VA Loan No.:  
Unpaid Principal Amount: \$187,275.38      Loan No: (scan barcode)  
New Principal Amount \$196,527.44  
New Money (Cap): \$9,252.06

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

This Loan Modification Agreement ("Agreement"), made this 17TH day of DECEMBER, 2014, between JUSTIN G MARCUS AND, MICHELLE A MARCUS HUSBAND AND WIFE ("Borrower"), whose address is 60 S CUMBERLAND PARKWAY, DES PLAINES, ILLINOIS 60016 and WELLS FARGO BANK, NA ("Lender"), whose address is 1 HOME CAMPUS, DES MOINES, IA 50328 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MARCH 26, 2010 and recorded on APRIL 6, 2010 in INSTRUMENT NO. 1009640058, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$201,286.00, 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 60 S CUMBERLAND PARKWAY, DES PLAINES, ILLINOIS 60016



Wells Fargo Custom Loan Mod 01152015\_77

First American Mortgage Services

Page 1

708/WFB 

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

 MARCUS  
50195581  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  


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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 amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **FEBRUARY 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$196,527.44**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$9,252.06** 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 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 **FEBRUARY 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$966.80**, beginning on the **1ST** day of **MARCH, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 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 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

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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.
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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In Witness Whereof, I have executed this Agreement.

*Justin G. Marcus*  
Borrower: JUSTIN G MARCUS

2-20-15  
Date

*Michelle A. Marcus*  
Borrower: MICHELLE A MARCUS

2-20-15  
Date

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of Illinois

County of Cook

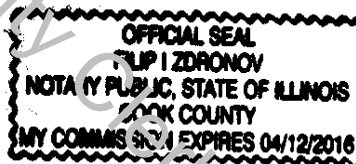
The foregoing instrument was acknowledged before me on 02/20/2015

(date) by JUSTIN G MARCUS, MICHELLE A MARCUS (name/s of person/s acknowledged).

*Filip I. Zdranov*  
Notary Public

(Seal)  
Print Name: Filip I. Zdranov

My commission expires: 04/12/2016



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In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, NA

By [Signature]

**Gina Thao**  
Vice President Loan Documentation  
(print name)  
(title)

02-24-15  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

### LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 2/24/15 by

Gina Thao,  
the

Vice President Loan Documentation of WELLS FARGO BANK, NA,

a Vice President Loan Documentation, on behalf of said company.

[Signature]  
Notary Public



Printed Name: Halimo Yusuf Adem

My commission expires: 1/31/2020

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

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## EXHIBIT A

**BORROWER(S): JUSTIN G MARCUS AND, MICHELLE A MARCUS HUSBAND AND WIFE**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**LOT 7 IN BLOCK 9 IN HERZOG'S THIRD ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF LOTS 4 AND 5 OF SEEGER'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL 7 AND PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 11, 1953 AS DOCUMENT NO. LR1498708, IN COOK COUNTY ILLINOIS. SUBJECT TO: COVENANTS; CONDITIONS; EASEMENTS; AND RESTRICTIONS OF RECORD.**

**ALSO KNOWN AS: 60 S CUMBERLAND PARKWAY, DES PLAINES, ILLINOIS 60016**

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## Addendum

This Addendum is attached to and made a part of the Loan Modification Agreement (the "Agreement") entered into between **WELLS FARGO BANK, NA** (the "Lender") and **JUSTIN G MARCUS AND, MICHELLE A MARCUS HUSBAND AND WIFE** (the "Borrower") dated **DECEMBER 17, 2014**.

Notwithstanding anything to the contrary contained in the Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy

This agreement is only valid once consent of the United States Bankruptcy Court or other applicable approval to modify this mortgage is received.

(BORROWER MUST INITIAL HERE) JGM  
MAM

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lender

Borrower

By: *Gina Thao*  
Name: **Gina Thao**  
Vice President Loan Documentation

*Justin G. Marcus*  
**JUSTIN G MARCUS**  
*Michelle A. Marcus*  
**MICHELLE A MARCUS**

02-24-15

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Date: DECEMBER 17, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, NA

Borrower: JUSTIN G MARCUS, MICHELLE A MARCUS

Property Address: 60 S CUMBERLAND PARKWAY, DES PLAINES, ILLINOIS 60016

## 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.

	2-20-15
Borrower	Date
JUSTIN G MARCUS	

	2-20-15
Borrower	Date
MICHELLE A MARCUS	

	Date
Borrower	Date

	Date
Borrower	Date

	Date
Borrower	Date

	Date
Borrower	Date