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Doc#. 1534208171 Fee: \$58.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/08/2015 09:51 AM Pg: 1 of 6

This Document Prepared By: **DEMETRIUS LONG** WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K 204 COUNK 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 #: 25-01-302-026-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$210,105.00 Unpaid Principal Amount: \$115,777.05 New Principal Amount \$120,326.53

New Money (Cap): \$4,549.48

FHA/VA Loan No.

Loan (no: (scan barcode)

### LOAN MODIFICATION AGREEMENT (MORTGACE)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 20TH day of OCTOBER, 2015, between RORY HOOD AND JO HOOD ("Borrower"), whose address is 1651 EAST 91ST PLACE, CHICAGO, ILLINOIS 60617 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, 2003 and recorded on JULY 15, 2003 in INSTRUMENT NO. 0319602139, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$210,105.00, 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

1651 EAST 91ST PLACE, CHICAGO, ILLINOIS 60617

Wells Fargo Custom Loan Mod 10042015\_77

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

THE WEST 40 FEET OF THE EAST 80 FEET OF THE NORTH 1/2 OF BLOCK 2 IN STONY ISLAND HEIGHTS SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, 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):

- 1. Borrower egrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, are 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 ower are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
- 2. As of, **DECEMBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$1:0,326.53, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$4,549.48 and other amounts capitalized, which is limited to escrows and any legal fees and related rojectosure costs that may have been accrued for work completed.
- 3. Borrower promises to pay the Unpaid Principal Enlance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.2500%, from DECEMBER 1, 2015. The Borrower promises to make monthly payments of principal and interest of U.S. \$591.93, beginning on the 1ST day of JANUARY, 2016, and continuing he eafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMPER 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 nailed 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



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- 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 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. Borrov er 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 discrosure



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1.100 1100 1111 1111	
In Witness Whereof, I have executed this Agreement.	10/26/15
Borrower:RORY HOOD	Date
Jo Dood	10/20/15
Borrower:JO HOOD	Date
Borrower	Date
bonower	Date
Borrower. [Space Below This Line for Acknowledgments]	Date
DODDOWED ACKNOW! FDCMFNT	
State of Acknowled Acknowl	
County of Cook	0.16
The foregoing instrument was acknowledged before me on	<u> </u>
(date) by RORY HOOD, JO HOOD (na ne/s of person/s acknowledged).	
Miliang Saylor 8	-
Notary Public OFFICIAL	
(Seal) Print Name: M Diong Taylor My Contrission Exp	tate of litinols ires Nov 9, 2017
My commission expires: $11/9/20/7$	Office
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	V/Sc.
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In Witness Whereof, the Lender have executed this Agreement. WELLS FARGO BANK, N.A. Vice President Loan Documentation (print name) (title) [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT COUNTY OF Dalcota STATE OF MI MOSOL instrument was acknowledged before me this November 12, 2015 the Vice President Loan Documentation **FARGO** BANK, N.A., WELLS Vice President Loan Secumentation, on behalf of said company. Notary Public Halimo Yusuf Adem Printed Name: ClortsOffico My commission expires: THIS DOCUMENT WAS PREPARED BY: **DEMETRIUS LONG** WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SC 29715

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Date: OCTOBER 20, 2015 Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A. Borrower: RORY HOOD, JO HOOD

Property Address: 1651 EAST 91ST PLACE, CHICAGO, ILLINOIS 60617

### 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 indersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Local 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 more regoods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Kry Herd	10/26/1
Borrower: RORY HOOD	Date
Lather O	10/20/13
Borrower: JO HOOD	Daíe
Borrower:	Date
Borrower:	Date
Borrower:	Pate
Romower:	Date