

# UNOFFICIAL COPY

Doc#: 1601947028 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/19/2016 08:51 AM Pg: 1 of 7

This Document Prepared By:  
**SHEMLA DIMERSON**  
**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 92799-7670**

Tax/Parcel #: 32-17-315-003-0000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

Original Principal Amount: \$144,179.00	FHA/VA Loan No.: [REDACTED]
Unpaid Principal Amount: \$130,753.64	FHA Case No.: 703 137-4821634
New Principal Amount \$97,270.39	Loan No: (scan barcode)
Total Cap Amount: \$0.00	

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

This Loan Modification Agreement ("Agreement"), made this 17TH day of NOVEMBER, 2015, between RITO S MENDOZA, SALVADOR C LOPEZ JR, AND ANA M MENDOZA ("Borrower"), whose address is 855 BIRCH LANE, CHICAGO HEIGHTS, ILLINOIS 60411 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 (in the "Security Instrument"), dated APRIL 28, 2009 and recorded on JUNE 2, 2009 in INSTRUMENT NO. 051335077, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$144,179.00, 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 855 BIRCH LANE, CHICAGO HEIGHTS, ILLINOIS 60411

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:

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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.
  - A. As of, **JANUARY 1, 2016** the modified principal balance of my Note will include amounts and arrears that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of the HAMP modification, collectively, "Unpaid Amounts") in the amount of **\$0.00**, less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$97,270.39** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.
  - B. With the Modification you will have a total partial claim due of **\$39,356.80**, which includes **\$32,358.55** that has been reduced from the Unpaid Principal Balance to reach the New Principal Balance above. This agreement is conditional on the proper execution and recording of this HUD Partial Claim.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **4.2500%**, from **JANUARY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$478.51**, beginning on the 1ST day of **FEBRUARY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2046** (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.
3. 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.

4. 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.

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5. 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.
6. 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.
7. 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.
8. 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.

Ana M Mendoza  
ANA M MENDOZA

11/23/15  
Date

Rito S. Mendoza  
RITO S MENDOZA

11-23-15  
Date

Maria E. Mendoza  
MARIA MENDOZA \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

11-23-15  
Date

Salvador C Lopez Jr  
SALVADOR C LOPEZ JR \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

11-23-15  
Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of IL

County of Cook

The foregoing instrument was acknowledged before me on November 23, 2015

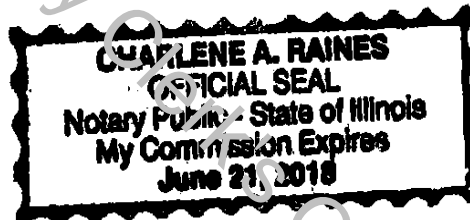
(date) by ANA M MENDOZA, RITO S MENDOZA, MARIA MENDOZA, SALVADOR C LOPEZ JR

(name/s of person/s acknowledged).

Charlene A Raines  
Notary Public

(Seal)  
Print Name: Charlene A. Raines

My commission expires: 6-21-2018



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In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

**Eddie Dadi**  
**Vice President Loan Documentation**

By *E. Dadi* 1/4/16  
(print name) \_\_\_\_\_  
(title) \_\_\_\_\_

\_\_\_\_\_  
Date

[Space Below This Line for Acknowledgments]

### LENDER ACKNOWLEDGMENT

STATE OF MN

COUNTY OF DAKOTA

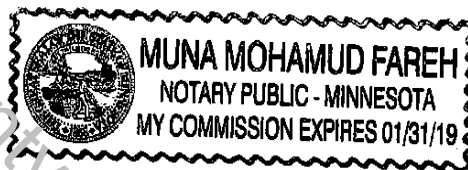
The instrument was acknowledged before me this 1-4-16 by  
Eddie Dadi the  
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation, on behalf of said company.

*Muna Mohamud Fareh*  
Notary Public

Muna Mohamud Fareh

Printed Name: \_\_\_\_\_

My commission expires: 01-31-19



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

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## EXHIBIT A

**BORROWER(S): RITO S MENDOZA, SALVADOR C LOPEZ JR, AND ANA M MENDOZA**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**LOT 20 IN BLOCK 11 IN OLYMPIA HIGHLANDS, A SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 14, 1955 AS DOCUMENT 16204705 AND FILED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 14, 1955 AS DOCUMENT 1587740 IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 353 BIRCH LANE, CHICAGO HEIGHTS, ILLINOIS 60411**

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Prepared by and return to:  
Wells Fargo Home Mortgage  
1000 Blue Gentian Road,  
Suite 300 MAC X9999-01N  
Eagan, MN 55121

Name: MENDOZA  
Last 4 of Loan #: 1641

## SAME NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared Rito S Mendoza ("Affiant") who being by me first duly sworn, affirmed as follows:

1. Affiant is one and the same person as:

Rito S Mendoza \_\_\_\_\_  
Rito Mendoza \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. This affidavit is given in reference to the property described as:

855 Birch Lane  
Chicago Heights, IL 60411

Rito S Mendoza  
(SIGNATURE)  
Rito S. Mendoza  
(PRINT NAME OF AFFIANT)

STATE OF IL  
COUNTY OF Cook

Sworn to and subscribed before me this 23 day of November, 2015 by Rito S. Mendoza who was personally known to me or who presented State ID as identification.

Commission No. 560430  
Commission Expiration: 6-21-2018

Charlene A. Raines  
(Signature of Notary)

CHARLENE A. RAINES  
(Printed name of Notary)

