

UNOFFICIAL COPY

Doc#: 1603549041 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/04/2016 09:00 AM Pg: 1 of 6

This Document Prepared By:
RONDA OVERTON
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 #: 29-27-206-020-0000

_____ [Space Above This Line for Recording Data] _____
Original Principal Amount: \$163,741.00 **FHA/VA Loan No.:**
Unpaid Principal Amount: \$153,330.48 **Loan No: (scan barcode)**
New Principal Amount \$158,418.23
New Money (Cap): \$5,087.75

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

This Loan Modification Agreement ("Agreement"), made this 11TH day of **DECEMBER, 2015**, between **KEVIN BROWN** ("Borrower"), whose address is **17039 EVANS DR, SOUTH HOLLAND, ILLINOIS 60473** 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 20, 2001** and recorded on **JULY 27, 2001** in **INSTRUMENT NO. 1120834008, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$163,741.00**, 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
17039 EVANS DR, SOUTH HOLLAND, ILLINOIS 60473

Wells Fargo Custom Loan Mod 10042015_77

First American Mortgage Solutions

Page 1

936



UNOFFICIAL COPY

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, **JANUARY 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$158,418.23**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$5,087.75** 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 **3.7500%**, from **JANUARY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$733.66**, 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.
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



UNOFFICIAL COPY

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



UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Kevin Brown
Borrower: KEVIN BROWN

12-20-15
Date

Lashonda Brown
LASHONDA BROWN *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

12-20-15
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 December 20, 2015

(date) by KEVIN BROWN, LASHONDA BROWN (name/s of person/s acknowledged).

Letitia Clark
Notary Public

(Seal)

Print Name:

My commission expires:



UNOFFICIAL COPY

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Marcelline Zomatchi
Vice President Loan Documentation 1-20-16

Marcelline Zomatchi

By _____ (print name)
_____ (title)

_____ Date

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

STATE OF Mo

COUNTY OF Dakota

The instrument was acknowledged before me this 1-20-2016 by

Marcelline Zomatchi
Vice President Loan Documentation

the

of WELLS FARGO BANK, N.A.,

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

Kenya C Blackmon
Notary Public

Printed Name: Kenya C Blackmon

My commission expires: 1-31-19

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



UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): KEVIN BROWN

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

ALL OF LOT 75 AND THAT PART OF LOT 76, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT MOST WESTERLY POINT ON LOT 76 ON THE NORTHERLY LINE OF EVANS DRIVE; THENCE NORTHEASTERLY ON THE WESTERLY LINE OF LOT 76, 72.76 FEET TO THE MOST NORTHERLY POINT OF LOT 76; THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF 76, A DISTANCE OF 9.90 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 76.08 FEET TO THE POINT OF BEGINNING IN HUGUELET'S ADDITION TO SOUTH HOLLAND; BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 26, AND PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 27, ALL IN TOWNSHIP 36 NORTH, RANGE 14, 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 NOVEMBER 16, 1965, AS DOCUMENT LR2242345, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 17039 EVANS DR., SOUTH HOLLAND, ILLINOIS 60473

