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This Document Prepared By:
KRISTINE M. YOUNG
WELLS FARGO BANK, N.A.
MAC # X2303-01N
1 HOME CAMPUS
DES MOINES, IA 50328



Doc#: 1614139028 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yaibrough
Cook County Recorder of Deeds
Date: 05/20/2016 09:48 AM Pg: 1 of 9

When Recorded Mail To:
WELLS FARGO BANK, N.A.
ATTN: LIEN PROCESSING
P.O. BOX 31557
BILLINGS, MT 59107-9900

Tax/Parcel #: 17-18-128-039-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$75,000.00

Investor Loan No.:

Unpaid Principal Amount: \$74,619.92

Loan No: ****0001

New Principal Amount \$74,619.92

Total Cap Amount: \$0.00

MODIFICATION AGREEMENT (MORTGAGE)

This Modification Agreement ("Agreement"), made this **15TH** day of **APRIL, 2016**, between **CARLOS L GARCIA, A MARRIED MAN** ("Borrower"), whose address is **510 S OAKLEY BLVD, CHICAGO, ILLINOIS 60612**, and **WELLS FARGO BANK, N.A.** ("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"), and Timely Payment Rewards Rider, if any, dated **FEBRUARY 25, 2003** and recorded on **MARCH 11, 2003** in **INSTRUMENT NO. 0030337096**, of the **OFFICIAL** Records of **COOK COUNTY, ILLINOIS**, and (2) the Note **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

510 S OAKLEY BLVD, CHICAGO, ILLINOIS 60612
(Property Address)

Wells Fargo Home Equity Custom 2MP Loan Modification 03012016_311

HEQ-MT
****0001



S lye
P 9
S N
M N
SC ye
E ye
INT pw

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the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

1. RECITALS

- a. In this Modification Agreement ("Agreement"), "Borrower" and "Borrowers" refer to each borrower who signs this Agreement. "Lender" refers to Wells Fargo Bank, N.A.
- b. This Agreement modifies Borrower/Borrowers' home equity **line of credit** (the "Account") agreement dated **FEBRUARY 25, 2003** in the original principal amount of **\$75,000.00**, made payable to Lender or its predecessor-in-interest (the "Note"). The Note is secured by a mortgage or deed of trust or other security document (the "Security Instrument") dated the same date as the Note, secured by Borrower/Borrowers' property above (the "Property"). The Security Instrument is also changed to the extent necessary to reflect the changes in this Agreement. Finally, this Agreement amends and supersedes the terms of any modification, forbearance and/or trial period plan or workout plan previously entered into, if any, on this Account.
- c. The "Effective Date" of this Agreement shall be the date that this Agreement, signed by all Borrowers, is received by the Lender. Borrower/Borrowers understand that if the executed Agreement is not received by the Lender within fifteen days of the Date of this Agreement shown above, this Agreement shall be void, and none of its provisions shall apply.
- d. All terms not defined in this Modification Agreement shall have the same meanings as stated in the Note.

2. CURRENT TERMS

The current terms of Borrower/Borrowers Note, as of the date of this Agreement shown above, are:

Account Ending in ****0001

- Outstanding Principal Balance **\$74,619.92**
- Monthly payment **\$678.18**
 - Payment consists of **PRINCIPAL AND INTEREST**
- Interest rate: variable currently **5.2500%** per year with a ceiling of 18.000%
- Monthly Due Date **The 15TH day of each month**
- Maturity Date: **MARCH 15, 2033**

3. MODIFIED TERMS

- a. Borrower/Borrowers have requested, and the Lender has agreed, to modify his/her Note as described in this Agreement.
- b. Borrower/Borrowers agree that he/she will comply with and be bound by all covenants, agreements, and requirements of Borrower/Borrowers' original Account documents, except to the extent that such documents are modified by the Agreement. Borrower/Borrowers certify that the Account documents are composed of duly valid, binding agreements, enforceable in accordance with their terms. Borrower/Borrowers understand that nothing in the Agreement shall be understood or constructed to

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be a satisfaction or release in whole or in part of the obligations contained in the Note and Security Instrument as modified by this Agreement. If Borrower/Borrowers' Account is currently in foreclosure, the Lender agrees to suspend or cancel the foreclosure action, so long as the terms and conditions of this Agreement are met.

- c. The new terms of Borrower/Borrowers Note pursuant to this Agreement are as follows:
- New Principal Balance: **\$74,619.92**
 - Maturity Date (the "New Maturity Date"): **MARCH 1, 2055**
 - Interest rate, monthly payment and monthly due dates are outlined below
- d. Borrower/Borrowers first payment under the new terms above will be due on **JUNE 1, 2016**.
- e. Borrower/Borrowers understand that his/her interest rate will follow the rate schedule outlined below, and will be effective on the date(s) described therein.
- f. Borrower/Borrowers' modified payment schedule is as follows; please note the information presented below is based off of the date the documents are sent out. The actual effective dates will be dependent on the execution of the documents by all parties:

Months	Interest Rate	Interest Rate Change Date	Monthly Payment *	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-60	1.0000%	04/15/2016	\$0.00 - \$0.00	\$193.40	06/01/2016	60
61-72	2.0000%	05/02/2021	\$0.00 - \$0.00	\$225.90	06/01/2021	12
73-84	3.0000%	05/02/2022	\$0.00 - \$0.00	\$260.42	06/01/2022	12
85-96	4.0000%	05/02/2023	\$0.00 - \$0.00	\$296.69	06/01/2023	12
97-466	4.1250%	05/02/2024	\$0.00 - \$0.00	\$301.28	06/01/2024	370

*If a range of payments are listed in the schedule above, the monthly payment type is interest only.

- g. The final payment due under Borrower/Borrowers' Note will be the amount needed to repay in full the outstanding balance under the new terms shown above. This assumes that all payments will be made on their due dates. If Borrower/Borrowers' payments are not consistently made when due, his/her new monthly Payment may not fully repay the amount owed over the term of the Note and his/her final payment may be higher.
- h. Borrower/Borrowers understand that he/she may be eligible for an annual "pay for performance" principal balance reduction ("the Reduction") payment of up to \$250 for up to five years following the effective date of the Agreement. To qualify, both Borrower/Borrowers' first lien modification and this Agreement must be in good standing and not paid in full as of the date the payment is made. Reduction payments do not accrue during the trial period, if any. The Reduction payment will accrue monthly, as long as Borrower/Borrowers are current on both the first lien modification and this Agreement. Reductions earned will be applied annually for each of the first five years after the date of this Agreement. This incentive is in addition to any pay for performance compensation for which Borrower/Borrowers may be eligible in connection with his/her first lien modification.

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Borrower/Borrowers understand that if either the first lien modification or this Agreement ceases to be in good standing or is paid in full, he/she may be ineligible to receive 2nd Lien Modification Program (2MP) incentive payments already accrued or to accrue any future 2MP incentive payments, even if he/she subsequently cure the delinquency.

- i. The Lender has agreed to waive the Account's unpaid interest accrued to the date of this Agreement. The Lender will also permanently waive the penalty for full or partial prepayment of the Account, if any. Further, the Lender has agreed to waive late fees, insufficient funds charges, overlimit fees and annual fees (the "Fees") charged to the Account as of the date of this Agreement, if any. The Lender does not, however, waive the imposition of the Fees for the future; thus, for example, Borrower/Borrowers understand that if he/she pay late in the future, his/her Account will be assessed a late charge as provided for in my Note. Amounts not waived here that have been charged to Borrower/Borrowers' Account to the date of this Agreement, if any (for example, for insurance or other amounts), are not waived.
- j. Currently Borrower/Borrowers have a past due amount on his/her account. The Lender and Borrower/Borrowers agree that if the terms of this Agreement are followed, his/her Account will not be considered past due from the Effective Date.

4. INTEREST RATE DISCOUNTS REPLACED

The reduced interest rate Borrower/Borrowers have received here replaces any discounts, including for automatic payments and rate buy-downs I may previously have received, whether or not that discount is specified in this section.

5. SALE OF PROPERTY

Upon sale, transfer, hypothecation, assignment, or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Property or any interest therein, then at its sole option, the Lender may, by written notice declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration is prohibited by law. This Account is not assumable by another party.

6. CONSENT TO DISCLOSE PERSONAL INFORMATION

Borrower/Borrowers consent to the disclosure of his/her personal information, including the terms of this modification, to (a) U. S. Treasury for purposes related to first lien mortgage and 2nd Lien Modification Program ("2MP"), (b) any investor, insurer, or guarantor that owns, insures or guarantees his/her mortgage, (c) the servicer of Borrower/Borrowers' first lien, (d) Federal National Mortgage Association ("Fannie Mae") and Federal Home Loan Mortgage Corporation ("Freddie Mac") as necessary for either to perform its respective obligations as financial agents of U.S. Treasury in connection with first lien mortgage and 2MP, and (e) Companies that perform support services for first lien mortgage and 2MP, including marketing first lien mortgage or 2MP, conducting surveys or providing marketing research or other borrower outreach, data processing, and technical systems consulting.

7. BORROWER CERTIFICATION

Borrower/Borrowers attest, under penalty of perjury, that all documents and information he/she provided to the Lender are true and correct.

8. CORRECTION AGREEMENT

The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank N.A., as lender, limited power of attorney to correct and/or

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initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification.

9. TERMINATION OF FUTURE ADVANCES

Borrower/Borrowers agree that if the Account is a line of credit, he/she consent to the permanent termination of his/her ability to draw additional amounts on the line.

10. HOME ASSET MANAGEMENT ACCOUNT ("HAMA Accounts")

Borrower/Borrowers agree that if the Account is a HAMA account, he/she consent to the permanent termination of the following features of his/her Account: (a) Increases and/or reviews of the credit line based upon increases in the property value; and (b) Increases and/or reviews of the credit line based upon the amount of principal paid on his/her first mortgage.

11. OPTIONAL PAYMENT PROTECTION CANCELLATION

If Borrower/Borrowers purchased optional credit insurance or an optional debt cancellation plan in connection with the credit agreement, and if such insurance or plan was not previously cancelled, Borrower/Borrowers have requested that such credit insurance or debt cancellation plan be cancelled. Credit insurance means credit life, disability, and/or involuntary unemployment insurance. Debt Cancellation means the Loan Assurance Plan.

12. TITLE INSURANCE

Borrower/Borrowers agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination agreement(s).

13. MODIFICATION OF FIRST LIEN ACCOUNT REQUIRED

I understand and agree that the Security Instrument creates a second lien on the Property, and that this Agreement is conditioned upon the successful modification of the first lien on the Property (the "first lien account"). If the first lien account is not modified under the existing, separately proposed modification by its modification effective date, then this Agreement will become void and the Note will not be modified and I will still be responsible for the full amount owed on the Note and any past due amounts according to the contractual terms of the Note.

14. NOTICE TO CONSUMER

This is a Consumer Credit Transaction. Borrower/Borrowers understand that:

- He/She should not sign this Agreement before he/she read the entire document, even if otherwise advised.
- He/She should not sign this Agreement if it contains any blank spaces.
- He/She are entitled to an exact copy of this Agreement and any other agreements he/she signs.
- If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.

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All Borrowers and co-Borrowers are required to sign and date this agreement in blue or black ink only as your name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to you to be signed.

By signing below, I certify that Borrower and co-Borrowers have read this Agreement in its entirety, that Borrower and co-Borrowers know and understand the meaning and intent of this Agreement and that Borrower and co-Borrower are entering this Agreement knowingly and voluntarily. By signing below, Borrower/co-Borrower agree to all terms and conditions described on every page of this Agreement.

Property of Cook County Clerk's Office

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In Witness Whereof, I have executed this Agreement.

Carlos L Garcia
Borrower: CARLOS L GARCIA

4/26/2016
Date

ANA B GARCIA *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

Ana Beth Garcia
Borrower:

4/26/2016
Date

Borrower: _____
[Space Below This Line for Acknowledgments]

Date

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

The foregoing instrument was acknowledged before me on April 26th 2016

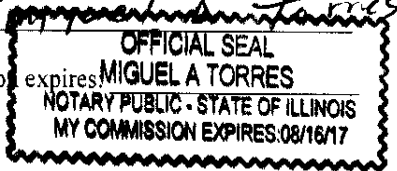
(date) by CARLOS L GARCIA, ANA B GARCIA (name/s of person/s acknowledged).

Notary Public _____

(Seal)

Print Name: *Miguel A Torres*

My commission expires _____



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In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, NA DBA AMERICA SERVICING COMPANY

By: (print name) **Torri Xiong** (title) **Vice President Loan Documentation** (sign) *Torri Xiong* Date **5/3/16**

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

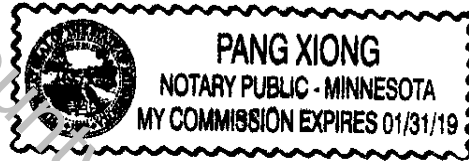
STATE OF *Minnesota* COUNTY OF *Dakota*

The instrument was acknowledged before me this *5/3/2016* by
Torri Xiong
Vice President Loan Documentation of **WELLS FARGO BANK, NA DBA AMERICA**
SERVICING COMPANY a **Vice President Loan Documentation**, on behalf of said company.

Notary Public

Printed Name: **Pang Xiong**

My commission expires: *1/31/2019*



THIS DOCUMENT WAS PREPARED BY:
KRISTINE M YOUNG
WELLS FARGO BANK, N.A.
MAC # X2303-01N
1 HOME CAMPUS
DES MOINES, IA 50328

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EXHIBIT A

BORROWER(S): CARLOS L GARCIA, A MARRIED MAN

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK IN STATE OF ILLINOIS, TO-WIT:

THE NORTH 10 FEET OF LOT 40 AND THE SOUTH 10 FEET OF LOT 41 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 1 TO 12 INCLUSIVE IN BLOCK 12 IN ROCKWELL'S ADDITION TO CHICAGO IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 510 S CAKLEY BLVD, CHICAGO, ILLINOIS 60612

