

# UNOFFICIAL COPY

Doc#: 1616839006 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/16/2016 08:49 AM Pg: 1 of 6

This Document Prepared By:  
**ONSHAY DURAY WALKER**  
**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 #: 16-20-307-033-0000

\_\_\_\_\_|Space Above This Line for Recording Data|\_\_\_\_\_  
Original Principal Amount: \$271,005.00  
Unpaid Principal Amount: \$252,884.89  
New Principal Amount \$290,800.33  
New Money (Cap): \$37,915.44

FHA/VA Loan No.: [REDACTED]  
Loan No: (scan barcode)

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

This Loan Modification Agreement ("Agreement"), made this 12TH day of APRIL, 2016, between ENRIQUE SILVA A SINGLE PERSON, MARIO CORONA AND, VERONICA CORONA HUSBAND AND WIFE ("Borrower"), whose address is 1622 S AUSTIN BLVD, CICERO, ILLINOIS 60804 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 DECEMBER 26, 2009 and recorded on JANUARY 11, 2010 in INSTRUMENT NO. 1001155012, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$271,005.00, 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



**UNOFFICIAL COPY**

**1622 S AUSTIN BLVD, CICERO, ILLINOIS 60804**

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

**THE NORTH 33 1/2 FEET OF LOT 3 IN BLOCK 1 IN MANDELL AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, 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 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, **MAY 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$290,800.33**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$37,915.44** 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 **MAY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,346.74**, beginning on the **1ST** day of **JUNE, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2016** (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



# UNOFFICIAL COPY

- 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. 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.

Enrique Silva  
Borrower: ENRIQUE SILVA

05-12-16  
Date

MARIO CORONA  
Borrower: MARIO CORONA

05-12-16  
Date

Veronica Corona  
Borrower: VERONICA CORONA

05-12-16  
Date

Erika Silva  
ERIKA SILVA \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

05-12-16  
Date

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

### BORROWER ACKNOWLEDGMENT

State of Illinois

County of COOK

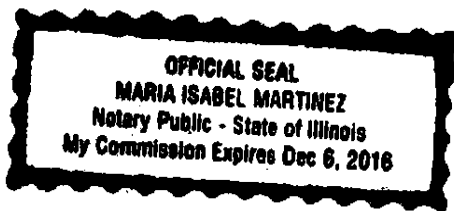
The foregoing instrument was acknowledged before me on 05/12/16

(date) by ENRIQUE SILVA, MARIO CORONA, VERONICA CORONA, ERIKA SILVA (name/s of person/s acknowledged).

Maria Isabel Martinez  
Notary Public

(Seal)  
Print Name: Maria Isabel Martinez

My commission expires: 12-6-16



# UNOFFICIAL COPY

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

**Michelle Lea Ray Hoffmann**  
Vice President Loan Documentation

By *[Signature]*

(print name)  
(title)

5/31/16 Date

[Space Below This Line for Acknowledgments]

### LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 5-31-16 by

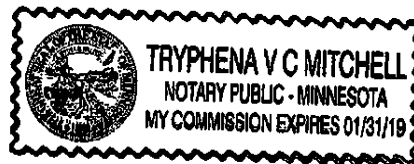
Michelle Lea Ray Hoffmann  
Vice President Loan Documentation

the

of WELLS FARGO BANK, N.A.,

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

*[Signature]*  
Notary Public



Printed Name: Tryphena V C Mitchell

My commission expires: 1/31/2019

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



# UNOFFICIAL COPY

Date: APRIL 12, 2016

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: ENRIQUE SILVA, MARIO CORONA, VERONICA CORONA, ERIKA SILVA

Property Address: 1622 S AUSTIN BLVD, CICERO, ILLINOIS 60804

## 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.

<u>Enrique Silva</u>	<u>05-12-16</u>
Borrower:	Date
ENRIQUE SILVA	
<u>MARIO CORONA</u>	<u>05-12-16</u>
Borrower:	Date
MARIO CORONA	
<u>Veronica Corona</u>	<u>05-12-16</u>
Borrower:	Date
VERONICA CORONA	
<u>Erika Silva</u>	<u>05-12-16</u>
Borrower:	Date
ERIKA SILVA *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt	
_____	Date
Borrower:	
_____	Date
Borrower:	

