UNOFFICIAL COPY

Doc#. 1618918030 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/07/2016 10:09 AM Pg: 1 of 7

This Document Preparco By: NICOLE CRAIG WELLS FARGO BANK, M.A. 3476 STATEVIEW BLVD, 74 / C# X7801-03K FORT MILL, SC 29715 OOA COUNT (800) 416-1472

When Recorded Mail To: FIRST AMERICAN TITLE ATTN: LMTS P.O. BOX 27670 SANTA ANA, CA 92799-7670

Tax/Parcel #: 19-25-109-028-0000

[Space Above This Line for Kerording Data]

Original Principal Amount: \$191,327.00 Unpaid Principal Amount: \$165,093.11 New Principal Amount \$200,367.88 New Money (Cap): \$35,274.77

FAA/VA Loan No.: Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (MORT GAGE)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 20TH day of MAY, 2015, between LORENZO GUZMAN AND ROLANDO GUZMAN ("Borrower"), whose address is 7222 S ALBANY AVE, CHICAGO, ILLINOIS 60629 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 MAY 23, 2005 and recorded on JUNE 3, 2005 in INSTRUMENT NO. 0515414187, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$191,327.00, 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

7222 S ALBANY AVE, CHICAGO, ILLINOIS 60629

1618918030 Page: 2 of 7

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. Bor over 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 are cents owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement wild
- 2. As of, JULY 1, 7016 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") 5 U.S. \$200,367.88, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$35,274.77 and other amounts capitalized, which is limited to escrows and any legal fees are 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 JULY 1, 2016. The Borrower promises to make monthly payments of principal and interest of U.S. \$927.93, beginning on the 1ST day of AUGUST, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JULY 1, 2046 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Inscriptor, 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 same secured by this Security Instrument.
 - If the Lender exercises this option, the Lender shall give the Borrowan 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 Lancwer 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

936 **MINITED III III**

1618918030 Page: 3 of 7

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
- 10. Borrower must deliver to Wells Fargo Home Mortgage a properly signed modification Agreement by JUNE 4, 2016. If Perrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, Wells Fargo Home Mortgage may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification. Agreement. Wells Fargo Home Mortgage may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.



1618918030 Page: 4 of 7

UNOFFICIAL COPY

$m{f}$
In Witness Whereof, I have executed this Agreement.
Borrowery LOREN HOUSE Date (a · la · lb
Borrower:ROLANDO GUZMAN Date
#Ermelinda Guzman Rodriguez 6-6-16 HERMELINDA GUZMAN RODRIGUEZ *signing solely to acknowledge this Agreement, but not Date
to incur any personal liability for the debt
CLAUDIA CHERRERO "sidning solely to acknowledge this Agreement, but not to incur any
CLAUDIA GUERRERO signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt
[Space Below This Line for Acknowledgments]
State ofBORROWER ACKNOWLEDGMENT
County of COOK
The foregoing instrument was acknow edged before me on
(date) by LORENZO GUZMAN, ROLANGO GUZMAN, HERMELINDA GUZMAN RODRIGUEZ,
CLAUDIA GUERRERO (name/s of person/s ac cnowledged).
CLAUDIA GUERRERO (name/s of person/s ac (nowledged). Main Alulul Y Klaustines Notary Public (Scal) Print Name: Maria T Sabel Martines My commission expires: 12-6-10 OFFICIAL SEAL MARIA ISABEL MARTINEZ Metaru Public - State of Illingie
(Seal) Print Name: Maria I sabel Martinez
My commission expires: 12-6-10
0.
$O_{x_{-}}$
OFFICIAL SEAL
MARIA ISABEL MARTINEZ Notary Public - State of Illinois My Commission Expires Dec 8, 2016

1618918030 Page: 5 of 7

UNOFFICIAL COPY

In Witness Whereof, the Lender have executed the	
WELLS FARGO BANK, N.A. Ber! hun Gozahega	Zerihun Mulugeta Gezahegn Vice President Loan Documentation 6/21//1
By (prin	
Space Below Ini	s Line for Acknowledgments]
LENZE): ACKNOWLEDGMENT	Ta Vala
STATE OF MINESOTA	COUNTY OF $DA KO + A$ The me this $D6-3/-16$ by
The instrument was acknowledged before	re me this <u>16-3/-/6</u> by
Zerihun IIIa ugeta Gez	Eakegn the
Vice President Can Documentation	of WELLS FARGO BANK, N.A.
a Vice President Loan Documentation	, on behalf of said company.
Printed Name: Printed Name: My commission expires: II/3/20/9 THIS DOCUMENT WAS PREPARED BY: NICOLE CRAIG WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SC 29715	TRYPHENA V C MITCHELL NOTARY PUBLIC - MINNESOTA MY GOMMISSION EXPIRES 01/31/19

1618918030 Page: 6 of 7

UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): LORENZO GUZMAN AND ROLANDO GUZMAN

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 35 IN BLOCK 6 IN MAGHERA BEING PETER J. O'REILLY'S RESUBDIVISION OF BLOCK 5 TO 12 EACLUSIVE OF 71ST STREET ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 722 S ALBANY AVE, CHICAGO, ILLINOIS 60629



1618918030 Page: 7 of 7

UNOFFICIAL COPY

Date: MAY 20, 2016

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

BOITOWET: LORENZO GUZMAN, ROLANDO GUZMAN, HERMELINDA GUZMAN RODRIGUEZ,

CLAUDIA GUERRERO

Property Address: 7222 S ALBANY AVE, CHICAGO, ILLINOIS 60629

NOTICE OF NO ORAL AGREEMENTS

THIS WAFTEN 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 OR AL 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.

Your on Man a City	6.6.16	616-16
Borrower:		Date
LORENZO GUŽMAN	0,	6.6.16
Borrower.	96	Date
ROLANDO GUZMAN HF/Melinda GUZM	ar Rochiguez	6-6,16
		Date
HERMELINDA GUZMAN RODRIGUEZ *signing liability for the debt	g solely to acknowledge this Agreement, but no	et to incur any personal
Clark Street		<u>6-06-16</u>
CLAUDIA GUERRERO *signing solely to acknowle	dge this Agreement, but not to incur any p. r. o	Date nal liability for the debt
Borrower:		C'ile
Borrower:		Date

936 **WILLIAM IN 1911**