

# UNOFFICIAL COPY

Doc#: 1621418007 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/01/2016 08:38 AM Pg: 1 of 7

This Document Prepared By:  
**TYRONE BALLARD**  
**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 #: 06-18-106-007-0000

\_\_\_\_\_  
[Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$192,868.00**  
**Unpaid Principal Amount: \$188,999.71**  
**New Principal Amount \$246,363.74**  
**Total Cap Amount: \$57,364.03**

**FHA/VA Loan No.:**  
**FHA Case No.: 705 137-4412231**  
**Loan No: (scan Barcode)**

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

This Loan Modification Agreement ("Agreement"), made this 20TH day of JUNE, 2016, between ELIA HERNANDEZ ("Borrower"), whose address is 829 FOREST AVENUE, ELGIN, ILLINOIS 60120 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 OCTOBER 24, 2008 and recorded on NOVEMBER 12, 2008 in INSTRUMENT NO. 0831735228, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal

Wells Fargo Custom FHA HAMP Loan Modification  
Agreement 05202016\_312

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amount of U.S. \$192,868.00, 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  
**829 FOREST AVENUE, ELGIN, ILLINOIS 60120**

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.
  - A. As of, **AUGUST 1, 2016** the modified principal balance of my Note will include amounts and arrearages 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 **\$74,506.78**, less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$246,363.74** (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 **\$56,931.15**, which includes **\$17,086.71** 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 **3.7500%**, from **AUGUST 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,140.95**, beginning on the **1ST** day of **SEPTEMBER, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 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

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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.
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
9. Borrower must deliver to Wells Fargo Home Mortgage a properly signed modification Agreement by **JULY 5, 2016**. If Borrower 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.

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In Witness Whereof, I have executed this Agreement.

Elia Hernandez  
ELIA HERNANDEZ

7.6.16  
Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me on July 6, 2016

(date) by ELIA HERNANDEZ (name/s of person/s acknowledged).

Richard A. Maier Jr  
Notary Public

(Seal)  
Print Name: Richard A. Maier Jr

My commission expires: 5/31/17



County Clerk's Office

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In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

*[Signature]*  
By

**Everusalem Brohanu Menna**  
**Vice President Loan Documentation**  
(print name)  
(title)

3/25/2016  
Date

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

STATE OF MINNESOTA

COUNTY OF DAKOTA

The instrument was acknowledged before me this 07-25-16 by

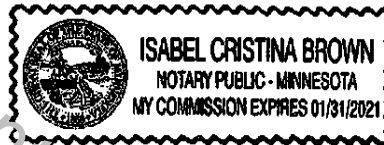
EVERUSALEM BROHANU MENNA

the

Vice President Loan Documentation of WELLS FARGO BANK, N.A.,

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

*[Signature]*  
Notary Public



Printed Name: Isabel Cristina Brown

My commission expires: 01-31-21

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

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## EXHIBIT A

**BORROWER(S): ELIA HERNANDEZ**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND LYING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:**

**LOT 5 IN BLOCK 6 IN OAKWOOD PARK SUBDIVISION IN THE NORTH WEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 829 FOREST AVENUE, ELGIN, ILLINOIS 60120**



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Date: JUNE 20, 2016  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, N.A.  
Borrower: ELIA HERNANDEZ  
Property Address: 829 FOREST AVENUE, ELGIN, ILLINOIS 60120

## 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.

*Elia Hernandez* \_\_\_\_\_ *7.6.16*  
Date  
ELIA HERNANDEZ