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Doc#: 1629846042 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/24/2016 10:08 AM Pg: 1 of 6

This Document Prepared By:
TRACY WELLS
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 #: 17-20-232-050-1062

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$214,019.00 **FMA/TA Loan No.:** [REDACTED]
Unpaid Principal Amount: \$193,437.04 **Loan No: (scan barcode)**
New Principal Amount \$200,472.16
New Money (Cap): \$7,035.12

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

This Loan Modification Agreement ("Agreement"), made this 12TH day of AUGUST, 2016, between **ROCKY BUERGER** ("Borrower"), whose address is **1524 S SANGAMON ST 611, CHICAGO, ILLINOIS 60608** 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 19, 2009** and recorded on **JANUARY 8, 2010** in **INSTRUMENT NO. 1000805202, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of **U.S. \$214,019.00**, 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 **1524 S SANGAMON ST 611, CHICAGO, ILLINOIS 60608**

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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, **SEPTEMBER 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$200,472.16**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$7,035.12** 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 **SEPTEMBER 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$928.42**, beginning on the **1ST** day of **OCTOBER, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 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

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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 **AUGUST 27, 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.

Rocky Buenger
Borrower: **ROCKY BUERGER**

07/28/2016
Date

Borrower: _____

_____ Date

Borrower: _____

_____ 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 09/28/2016

(date) by **ROCKY BUERGER** (name/s of person/s acknowledged).

Mavis Mather
Notary Public

(Seal)
Print Name: MAVIS MATHER

My commission expires: 03/01/2020



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In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Muna Farih

Muna Farih
Vice President Loan Documentation

10-12-16

By

(print name)
(title)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MN

COUNTY OF Dakota

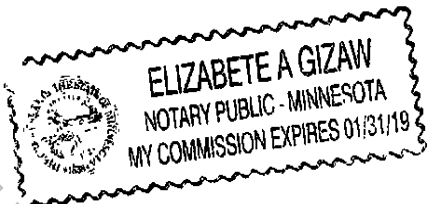
The instrument was acknowledged before me this 10-12-16 by

Muna Farih

the

Vice President Loan Documentation of WELLS FARGO BANK, N.A., a company, on behalf of said company.

Elizabeth A Gizaw
Notary Public



Printed Name: ELIZABETE A GIZAW

My commission expires: 1.31.19

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

UNOFFICIAL COPY**EXHIBIT A****BORROWER(S): ROCKY BUERGER****LOAN NUMBER: (scan barcode)****STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO****LEGAL DESCRIPTION:****THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY AND STATE OF ILLINOIS KNOWN AND DESCRIBED AS FOLLOWS, TO-WIT:**

PARCEL 1 UNIT 611-S IN THE UNIVERSITY VILLAGE LOFTS CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SOUTH HALSTED STREET, AS A 66.00 FOOT RIGHT-OF-WAY, AND THE SOUTH LINE OF WEST 14TH PLACE (WRIGHT STREET); THENCE SOUTH 01 DEGREES 40 MINUTES 53 SECONDS EAST ALONG AN ASSUMED BEARING, BEING SAID WEST LINE 575.01 FEET TO THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF CHICAGO & NORTHWESTERN RAILROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE 775.11 FEET TO A POINT ON THE EAST LINE OF VACATED SOUTH SANGAMON STREET (SEE DOCUMENT NUMBERS 94763032 AND 0010238993), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 25 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE 280.74 FEET TO A POINT ON THE EAST LINE OF SOUTH MORGAN STREET; THENCE NORTH 01 DEGREES 44 MINUTES 25 WEST ALONG SAID EAST LINE 152.79 FEET, TO A POINT ON A LINE LYING 152.79 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RAILROAD; THENCE NORTH 88 DEGREES 25 MINUTES 02 SECONDS EAST ALONG LAST DESCRIBED PARALLEL LINE 194.33 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 112.60 FEET ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT HAVING A RADIUS OF 54.00 FEET, AND WHOSE CHORD BEARS SOUTH 69 DEGREES 39 MINUTES 47 SECONDS EAST 93.28 FEET TO A POINT ON THE EAST LINE OF SAID VACATED SOUTH SANGAMON STREET; THENCE SOUTH 01 DEGREES 43 MINUTES 43 SECONDS EAST ALONG SAID EAST LINE 117.97 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, TOGETHER ALL RIGHTS APPURTENANT TO THE FOREGOING PROPERTY PURSUANT TO THAT CERTAIN NONEXCLUSIVE AERIAL EASEMENT AGREEMENT DATED JUNE 26, 2001, AND RECORDED JUNE 28, 2001 AS DOCUMENT NUMBER 0010571142, WHICH SURVEY IS ATTACHED AS EXHIBIT G TO THE DECLARATION OF CONDOMINIUM FOR THE UNIVERSITY VILLAGE LOFTS DATED JUNE 20, 2002, AND RECORDED JUNE 21, 2002, AS DOCUMENT NUMBER 0020697460, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. PARCEL 2 THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE A7-S, AS DELINEATED AND DEFINED ON THE AFORESAID PLAT OF SURVEY ATTACHED TO THE AFORESAID DECLARATION RECORDED AS DOCUMENT NUMBER 0020697460, AS AMENDED FROM TIME TO TIME.

ALSO KNOWN AS: 1524 S SANGAMON ST 611, CHICAGO, ILLINOIS 60608

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