

# UNOFFICIAL COPY

Doc#. 1710946008 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/19/2017 09:19 AM Pg: 1 of 6

This Document Prepared By:  
**BRANDON BARRETT**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SC 29715**

When recorded mail to: #:10147770  
First American Title   
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: NELSON - PR DOCS

Tax/Parcel #: 32-31-122-002-1057

[Space Above This Line for Recording Data] \_\_\_\_\_  
Original Principal Amount: \$61,500.00      FHA/VA Loan No. \_\_\_\_\_  
Unpaid Principal Amount: \$63,281.55      Loan No: (scan barcode)  
New Principal Amount \$66,023.67  
New Money (Cap): \$2,742.12

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

This Loan Modification Agreement ("Agreement"), made this 11TH day of AUGUST, 2016, between BARBARA A. NELSON ("Borrower"), whose address is 295 DOGWOOD STREET, PARK FOREST, ILLINOIS 60466 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 SEPTEMBER 22, 2003 and recorded on OCTOBER 16, 2003 in INSTRUMENT NO. 0328929258, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$61,500.00, 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 295 DOGWOOD STREET, PARK FOREST, ILLINOIS 60466

Wells Fargo Custom Loan Mod 05202016\_77

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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. **\$66,023.67**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$2,742.12** 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. **\$305.77**, 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. If the borrower has filed for or received a discharge in a bankruptcy proceeding subsequent to or in conjunction with the execution of this Agreement and said debt was not reaffirmed during the course of the proceeding, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement and may only enforce the lien as against the property.
8. 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.
9. 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.
10. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure
11. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement by **AUGUST 26, 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.

Barbara A. Nelson  
Borrower: BARBARA A. NELSON

8-19-16  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

The foregoing instrument was acknowledged before me on 8-19-16

(date) by BARBARA A. NELSON (name/s of person/s acknowledged).

Latonya Goldsmith  
Notary Public



(Seal)  
Print Name: LATONYA GOLDSMITH

My commission expires: 6-11-18

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In Witness Whereof, the Lender have executed this Agreement

WELLS FARGO BANK, N.A.

Gary Bleichner  
Vice President Loan Documentation

By

(print name)  
(title)

9/9/16  
Date

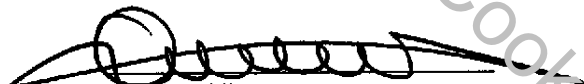
[Space Below This Line for Acknowledgments]

### LENDER ACKNOWLEDGMENT

STATE OF MN

COUNTY OF Dakota

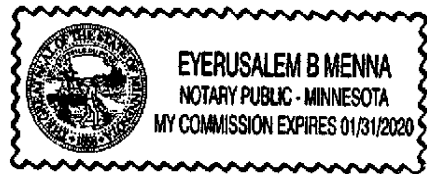
The instrument was acknowledged before me this 9.9.2016 by  
Gary Bleichner the  
Vice President Loan Documentation of WELLS FARGO BANK, N.A., a company, on  
behalf of said company.

  
Notary Public

Eyerusalem B Menna

Printed Name: \_\_\_\_\_

My commission expires: 01/31/2020



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



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## EXHIBIT A

**BORROWER(S): BARBARA A. NELSON**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

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

**PARCEL 1:**

**UNIT 43-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ABBOTSFORD PARK FOREST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22264933, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST 1/4 OF SECTION 30 AND PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PARCEL 2:**

**EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22264933, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.**

**ALSO KNOWN AS: 295 DOGWOOD STREET, PARK FOREST, ILLINOIS 60466**

