

# UNOFFICIAL COPY

Doc#: 2107817002 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 03/19/2021 09:19 AM Pg: 1 of 7

**Instrument Prepared By:**

Richard Bayless  
Harrison, McLaughlin & Associates, PLLC  
701 Highlander Blvd., Suite 270  
Arlington, Texas 76015

**Return To:**

Ursus Holdings, LLC  
701 Highlander Blvd., Suite 200  
Arlington, Texas 76015  
Reference No.: 2404722

**Property Identification No.:**

19-03-310-015-0000

[Space Above This Line For Recording Data]

## REPLACEMENT LOAN MODIFICATION AGREEMENT (DEED OF TRUST) (Providing for Fixed Rate)

*This Loan Modification Agreement is re-executed solely to replace and ratify that certain Loan Modification Agreement dated March 25, 2014, for recording purposes.*

This Loan Modification Agreement ("Agreement"), made this 28<sup>th</sup> day of January, 2021, effective as of **MARCH 25, 2014**, between ANN M. CANO ("Borrower"), whose address is **4550 S KNOX AVE CHICAGO, IL 60632** and WELLS FARGO BANK, N.A. ("Lender"), whose address is **3476 STATEVIEW BLVD, FORT MILL, SC 29715** amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **NOVEMBER 21, 2001** and recorded **DECEMBER 14, 2001**, as **INSTRUMENT NO. 0011186514, COOK COUNTY, ILLINOIS**, and (2) the Note, in original principal amount of U.S. **\$116,725.00**, 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

**4550 S KNOX AVE, CHICAGO, ILLINOIS 60632**

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.
2. As of, **MAY 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$78,841.84**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** 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. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$24,014.53. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**

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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 **4.500%**, from **MAY 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$399.48**, beginning on the **1<sup>ST</sup>** day of **JUNE 2014**, and continuing thereafter on the same day of each succeeding monthly until principal and interest are paid in full. If on **MAY 1, 2044** (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 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.

Date: MARCH 25, 2014

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Loan Number: 7000235502  
Lender: WELLS FARGO BANK, N.A.  
Borrower: ANN M. CANO  
Property Address: 4550 S KNOX AVE CHICAGO, IL 60632

## 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 admits 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.

*Ann M Cano*

Borrower: ANN M. CANO

*1/28/2021*

Date

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In Witness Whereof, I have executed this Agreement.

Ann M. Cano  
Borrower: ANN M. CANO

1/28/2021  
Date

### ACKNOWLEDGMENT

STATE OF Illinois }  
COUNTY OF Cook } ss

On January 28, 2021, before me Charó Safford, a Notary Public in and for said County and State, personally appeared Ann M. Cano

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Charó Safford  
NOTARY SIGNATURE

My Commission Expires: November 5, 2024




***This Loan Modification Agreement is re-executed solely to replace and ratify that certain Loan Modification Agreement, dated March 25, 2014, for recording purposes.***

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In Witness Whereof, the Lender have executed this Agreement.

**Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust E, successor in interest to Wells Fargo Bank N.A., by its Attorney-In-Fact, Carrington Mortgage Services, LLC**

By: 

2/19/2021  
Date

Printed Name: Terrence Morley, Director, Loss Mitigation,  
Carrington Mortgage Services, LLC Attorney in Fact

Title: \_\_\_\_\_

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.

*see attached*

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires: \_\_\_\_\_

*This Loan Modification Agreement is re-executed solely to replace and ratify that certain Loan Modification Agreement, dated March 25, 2014, for recording purposes.*

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

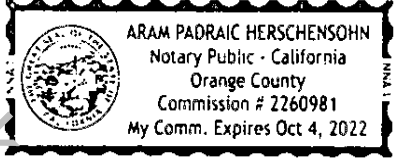
On 02/09/2021 before me, Aram Padraic Herschensohn NOTARY PUBLIC, (Here insert name and title of the officer)

personally appeared Terrence Morley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]



Notary Public Signature Aram Padraic Herschensohn (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT
Loan Mod Document
(Title or description of attached document)
(Title or description of attached document continued)
Number of Pages Document Date 02/09/2021

- INSTRUCTIONS FOR COMPLETING THIS FORM
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
• State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
• Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
• The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
• Print the name(s) of document signer(s) who personally appear at the time of notarization.
• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
• The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
• Signature of the notary public must match the signature on file with the office of the county clerk.
• Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
• Indicate title or type of attached document, number of pages and date.
• Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
• Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER
[ ] Individual(s)
[ ] Corporate Officer
(Title)
[ ] Partner(s)
[X] Attorney-in-Fact
[ ] Trustee(s)
[ ] Other



OrderID-454175

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## EXHIBIT A

BORROWER(S): ANN M. CANO

LOAN NUMBER: 7000235502

### LEGAL DESCRIPTION:

THE SOUTH 30 FEET OF LOT 25 IN F.H. BARTLETTS 48<sup>TH</sup> AVENUE SUBDIVISION OF LOT "A" (EXCEPT RAILROAD) IN THE CIRCUIT COURT PARTITION OF THE SOUTH ½ AND THAT PART OF THE NORTHWEST ¼ LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; PUBLIC AND UTILITY EASEMENTS.

ALSO KNOWN AS: 4550 S KNOX AVE, CHICAGO, ILLINOIS 60632

Property of Cook County Clerk's Office