

# UNOFFICIAL COPY

Doc#: 2213204123 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/12/2022 11:58 AM Pg: 1 of 9

This Document Prepared By:  
**SRIKANTH BATCHU**  
**WELLS FARGO BANK, N.A.**  
**1 HOME CAMPUS**  
**DES MOINES, IA 50328**  
**(800) 416-1472**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**FAMS – DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

Tax/Parcel #: 18-05-203-009-0000

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_

Original Principal Amount: \$150,000.00      Loan No: (scan barcode)

Unpaid Principal Amount: \$141,125.22

New Principal Amount: \$141,125.22

Total Cap Amount: \$0.00

## MODIFICATION AGREEMENT (MORTGAGE)

Executed on this day: **APRIL 6, 2022**

Borrower ("I")<sup>1</sup>: **BODAN D. FERGUSON, LYNN E. RADAKOVITZ**

Borrower Mailing Address: **123 BASSFORD AVE, LA GRANGE, ILLINOIS 60525**

Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A.**

Lender or Servicer Address: **1 HOME CAMPUS, DES MOINES, IA 50328**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **JUNE 1, 2018** and

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.



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the Note ("Note") date of **JUNE 1, 2018** and Recorded on **JUNE 18, 2018** in **INSTRUMENT NO. 1816949006**, of the OFFICIAL Records of **COOK COUNTY, ILLINOIS**

Property Address ("Property"): **123 BASSFORD AVE, LA GRANGE, ILLINOIS 60525**

Legal Description:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

This Modification Agreement ("Agreement") is made on **APRIL 6, 2022** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note, a line of credit dated **JUNE 1, 2018**, are secured by a properly recorded Mortgage or Deed of Trust, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

## **1. The Modification.**

- A. The current contractual due date will change from **FEBRUARY 15, 2021** to **MAY 15, 2022**. The first modified contractual due date is **MAY 15, 2022**.
- B. The maturity date will now be **APRIL 15, 2062**.
- C. The amount of outstanding expenses to be deferred will be **\$5,697.81**. Borrower agrees to pay in full this balance and any other amounts still owed under the Loan



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Documents by the earliest of (i) the date you sell or transfer an interest in the property; (ii) the date you pay the loan in full or (iii) the maturity date, as specified in the Note or Security Instrument.

D. The new principal balance of my Note will be **\$141,125.22** (the "New Principal Balance").

E. **\$785.01** of the New Principal Balance shall be deferred (the "Deferred Balance") and will be treated as a non-interest bearing principal forbearance. I will not pay interest or make monthly payments on the Deferred Balance. The New Principal Balance less the Deferred Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$140,340.21**. Interest at the rate of **3.0000%** will begin to accrue on the Interest Bearing Principal Balance as of **APRIL 6, 2022** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **MAY 15, 2022**. My payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On
1-480	3.0000%	01/06/2022	\$502.40	05/15/2022

Borrower agrees to pay in full the Deferred Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date an interest in the Property is sold or transferred, (ii) the date on which the entire Interest Bearing Principal Balance is paid off, or (iii) the Maturity Date.

**Notice to Borrower:** The Deferred Balance will result in a lump sum payment due at the time of loan maturity or earlier upon payoff of the loan. If the Borrower does not have the funds to pay the lump sum payment when it comes due, the Borrower may have to obtain a new loan against your property. In that case, the Borrower may have to pay commissions, fees, and expenses for the arranging of the new loan. In addition, if the Borrower is unable to make the monthly payments or the lump sum payment, the Borrower may lose the property and all equity through foreclosure. Keep this in mind in deciding upon this modification. The lump sum payment on this loan is due **APRIL 6, 2062** or upon earlier payoff of the loan.

## 2. Additional Agreements.

A. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other mortgage assistance that the Borrower previously entered into



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with Lender.

- B. Each of the balances of the original Note (if more than one balance exists) shall be consolidated into one modified account with a New Principal Balance.
- C. The terms in this Agreement apply to the entire New Principal Balance.
- D. If Borrower purchased optional credit insurance or an optional debt cancellation plan in connection with the credit agreement, and if such insurance or plan was not previously cancelled, Borrower has requested that such credit insurance or debt cancellation plan be cancelled. Credit insurance means credit life, disability, and/or involuntary unemployment insurance. Debt Cancellation means the Loan Assurance Plan.
- E. If the Borrower's homeowners insurance should lapse, Wells Fargo Bank, N.A. reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account the monthly payment could increase. All other terms of the modification Agreement will not be affected by the LPI and will remain in effect with accordance to this Agreement.
- F. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person, and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Loan Documents. If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.
- G. Upon modification, the minimum monthly payment option, interest only, or any other payment options will no longer be offered and that the monthly payments described in the payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan.
- H. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- I. **CORRECTION AGREEMENT:** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N.A., as lender, limited power of attorney to correct



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and/or initial all typographical or clerical errors discovered in the modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.

- J. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the modified payments hereunder.
- K. Borrower agrees that they no longer have draw privileges.
- L. Borrower agrees that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/ or subordination Agreement(s).
- M. Borrower must deliver to Wells Fargo Bank, N.A. a properly signed modification Agreement by **APRIL 22, 2022**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to this Agreement or any other required pre-modification payments, Wells Fargo Bank, N.A. may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the modification Agreement are due as outlined in this modification Agreement. Wells Fargo Bank, N.A. may deny or cancel this modification Agreement if Borrower fails to make the first payment due pursuant to this modification Agreement.

**All Borrowers are required to sign and date this Agreement in blue or black ink only as the borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.**



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**By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.**

Property of Cook County Clerk's Office



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In Witness Whereof, I have executed this Agreement.

[Signature]  
Borrower: **BODAN D. FERGUSON**

04/18/2022

[Signature]  
**LYNNE E. RADAKOVITZ** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date  
04/18/2022  
Date

### BORROWER ACKNOWLEDGMENT

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me on 18 April 2022 (date) by BODAN D. FERGUSON LYNNE E. RADAKOVITZ (name/s of person/s acknowledged).

[Signature]  
Notary Public



(Seal)  
Print Name: GRACE J HERSH

My commission expires: 28 Sept 2024

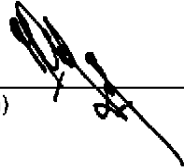


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In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By: (print name) Amisi Ali  
(title) Vice President Loan Documentation

(sign) 

Date 04/29/2022

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

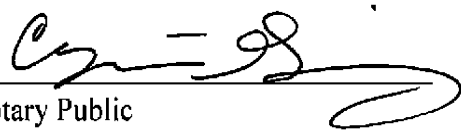
## LENDER ACKNOWLEDGMENT

STATE OF Minnesota  
COUNTY OF Ramsey

This instrument was acknowledged before me

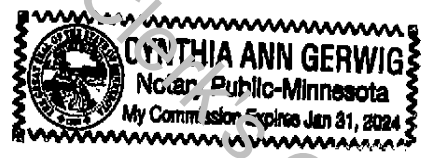
April 29th, 2022 (date) by Amisi Ali

(name(s) of person(s)) as Vice President Loan Documentation (type of authority, e.g., officer, trustee, etc.) of **WELLS FARGO BANK, N.A.** (name of party on behalf of whom the instrument was executed).

  
Notary Public

Printed Name: CYNTHIA ANN GERWIG

My Commission Expires:  
JAN 31 2024





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## EXHIBIT A

**BORROWER(S):** BODAN D. FERGUSON, LYNN E. RADAKOVITZ

**LOAN NUMBER:** (scan barcode)

**LEGAL DESCRIPTION:**

The land referred to in this report is situated in the COUNTY OF COOK AND STATE OF ILLINOIS, and described as follows:

LOT 21 IN BLOCK 4 IN PECK TERRACE, A SUBDIVISION OF NORTH 760.9 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO OF THAT PART OF SECTION 32, TOWNSHIP 39, NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF OGDEN AVENUE AND EAST OF NORTH AND SOUTH CENTER LINE OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXTENDED FROM THE SOUTH IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS:** 123 BASSFORD AVE, LA GRANGE, ILLINOIS 60525

