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Doc#: 0934219057 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/08/2009 09:56 AM Pg: 1 of 6

Mortgage Services Loan Number 0035163799
MIN #1000200000351637990

Prepared by: Leanna Smolar
Leanna Smolar

Prepared at:
Mortgage Services
One Mortgage Way/P O Box 5449
Mt. Laurel, NJ 08054
800-446-4863

County Recorder,
Record and return to:
Mortgage Services
One Mortgage Way/P O Box 5449,
Mt. Laurel, NJ 08054
Attn: Document Control

LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate)

**Three Original Loan Modification Agreements must be executed by the Borrower
One Original is to be filed with the note and one Original is to be recorded in the Land
Records where the Security Instrument is recorded**

This Loan Modification Agreement ("Agreement"), entered into effective as of the 11th day of **August 2009**, between **Bryan Eugenio**, residing at **655 West Irving Park Road 809, Chicago, IL 60613** ("Borrower(s)") and "**MERS**" Mortgage Electronic Registration System, Inc acting solely as nominee for **PHH Mortgage Corporation, f/k/a PHH Home Loans, LLC, One Mortgage Way/P O Box 5449, Mt. Laurel, NJ 08054** (Lender). amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated **February 28, 2007** securing the original principal sum of **\$165,000.00** and recorded on **04/16/2007**, in **Instrument #0710654039** in the County of **Cook** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument as the "Property", located at **655 WEST IRVING PARK ROAD 809, CHICAGO, ILLINOIS 60613** the real property described being set forth as follows:

LEGAL DESCRIPTION: See Attached

"**MERS**" is a Mortgage Electronic Systems, Inc. **MERS** is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS** is the mortgage under this Security Instrument. **MERS** is organized and existing under the laws of Delaware, and has an address and telephone number of **3300 S.W. 34th Avenue, Suite 101, Ocala, FL 34474, tel (886) 379-MERS**".

Subject to reservations, restrictions and easements of record, if any.

SY
P6
SN
MERS
NG

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THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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. As of **September 1, 2009** the amount payable under the Note and the Security Instrument (the Unpaid Principal Balance") is U.S. **\$187,113.08** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance beginning at a yearly rate of **5.00%**. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of interest only of U.S. **\$779.64** beginning on **October 1, 2009**. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will make monthly payments of principal and interest beginning on **April 1, 2017** in an amount to be determined in accordance with the terms of the Note. Borrower will make payments every month until the principal and interest on the loan has been paid in full.

The "interest only period" is the period from the date of the Note to **March 1, 2017**. The Borrower may make monthly payments of interest only during this period. The "amortization period" is the period after the interest only period. Beginning **April 1, 2017**, the Borrower will pay monthly payments of principal and interest and other charges described under the Note.

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Borrower will make such payments at **4001 Leadenhall Road, Mt. Laurel, NJ 08054**, or at such other place as the Lender may require.

3. If on **March 1, 2037** (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay the amounts in full on the Maturity Date.
4. The Interest Rate Change Dates, and all other terms of the original Adjustable Rate Note not amended in sections 2 and 3 of this Agreement, will remain in effect as per section 4 of the Note, and recited in the Adjustable Rate Rider to the Deed of Trust.
5. If all or any part of the Property or any interest in it is sold or transferred, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, the 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

6. Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that Borrower is obligated to make under the Security Instrument.
7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or 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.

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8. 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 which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of Borrower.

In Witness Whereof, Lender and Borrower have executed this Agreement.

 (Seal) *Bryan Eugenio* (Seal)
 -Witness BRYAN EUGENIO -Borrower
 (Must Sign In Black Ink Only)

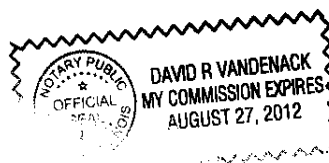
 (Seal) _____ (Seal)
 -Witness -Borrower
 (Must Sign In Black Ink Only)

STATE OF: IL
 COUNTY OF: COOK

Be it remembered, that on this 14 day of August in the year of Our Lord two thousand and Nine (2009) before me, the subscriber a NOTARY PUBLIC, personally appeared **BRYAN EUGENIO** who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn and Subscribed before me on this 14th day of August 2009.

David R. Vandack
 (Must Sign In Black Ink Only) (Seal)
 Notary Public



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“MERS” Mortgage Electronic Registration System, Inc
acting solely as nominee for PHH Mortgage Corporation
f/k/a PHH Home Loans, LLC

By: 

Andrea Kanopka
Assistant Vice President

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

ON this 18th day of November 2009, before me, Florence L. Gedling a Notary Public in and for said state and county, personally appeared Andrea Kanopka, the Assistant Vice President “MERS” Mortgage Electronic Registration System, Inc acting solely as nominee for PHH Mortgage Corporation f/k/a PHH Home Loans, LLC executed the within instrument, on behalf of “MERS” Mortgage Electronic Registration System, Inc acting solely as nominee for PHH Mortgage Corporation f/k/a PHH Home Loans, LLC that executed the within instrument herein named, and acknowledged to me that such “MERS” Mortgage Electronic Registration System, Inc acting solely as nominee for PHH Mortgage Corporation f/k/a PHH Home Loans, LLC executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.


Florence L. Gedling

Notary Public

My Commission Expires: 06/25/2012

FLORENCE L. GEDLING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2012

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LEGAL DESCRIPTION
ACCT. #0035163799 - EUGENIO
PARCEL # 14-21-101-047-1094

**Unit 809 & C-27 in Park Place Tower I, A
condominium as delineated on plat of survey,
which plat of survey is attached as Exhibit "E" to
the declaration of condominium recorded October
31, 2001 in the office of the recorder of deeds of
Cook County, Illinois as document number
0011020878, together with a percentage of the
common elements appurtenant to the unit as set
forth in said declaration of condominium, in the
northwest fractional 1/4 of Section 21, Township 40
north, Range 14, east of the Third principal
meridian, in Cook County, Illinois**

Also Known As:

**655 WEST IRVING PARK ROAD 809
Chicago, Illinois 60613**