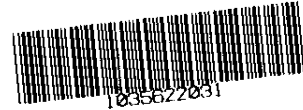


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Investor Loan # 70245945



Doc#: 1035622031 Fee: \$60.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/22/2010 10:03 AM Pg: 1 of 12

After Recording Return To:

Loan Assistance Team
3800 Golf Road Suite 300
Rolling Meadows, IL 60008



This document was prepared by Ann Marie Picha

_____[Space Above This Line For Recording Data]_____

HARRIS PORTFOLIO MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Borrower ("I"): ¹ Lawrence and Shirley Williams

Lender or Servicer ("Lender"): Harris N.A.

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): December 21, 2001

Loan Number: 70245945

Property Address [and Legal Description if recordation is necessary] ("Property"): 3442 West Arthington St, Chicago IL 60624

If my representations in Section 1 continue to be true in all material respects, then this Harris Portfolio Modification Agreement ("Agreement") will, as set forth in Section 3, 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 referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Harris Portfolio Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and

¹ 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") shall include the plural (such as "we") and vice versa where appropriate.

S	<u>Y</u>
P	<u>Y</u>
S	<u>N</u>
M	<u>Y</u>
SC	<u>Y</u>
E	<u>N</u>
INT	<u>AM</u>

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- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.
- H.(i) I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- (ii) I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents and executed a Reaffirmation Agreement. The parties agree that I will continue to have personal liability on the debt pursuant to this Agreement.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- C. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 10/01/2010 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on 10/01/2010.

- A. The new Maturity Date will be: 09/01/2047.
- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$60,297.71 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. Interest at the rate of 2% will begin to accrue on the New Principal Balance as of 09/01/2010 and the first new monthly payment on the New Principal Balance will be due on 10/01/2010. My payment schedule for the modified Loan is as follows:

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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-5	2.000%	09/01/2010	\$192.30	\$357.99, adjusts annually after year 1	\$550.29, adjusts annually after year 1	10/01/2010	60
6	3.000%	09/01/2015	\$220.99	Adjusts Annually	Adjusts Annually	10/01/2015	12
7	4.000%	09/01/2016	\$251.07	Adjusts Annually	Adjusts Annually	10/01/2016	12
8	4.375%	09/01/2017	\$262.57	Adjusts Annually	Adjusts Annually	10/01/2017	360

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this

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Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Harris Portfolio Modification program.
- K. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (b) companies that perform support services for Lender regarding my Note and Mortgage; (c) any HUD certified housing counselor; and (d) as permitted under Applicable Law.
- L. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.L. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

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In Witness Whereof, the Lender and I have executed this Agreement.

Harris N.A.
Lender

By:

Date

[Handwritten Signature]
10/25/10

[Handwritten Signature] (Seal)
Lawrence Williams

10-20-2010

Date

10-20-2010 (Seal)

Shirley Williams

[Handwritten Signature]
Date

[Space Below This Line For Acknowledgement]

Property of Cook County Clerk's Office

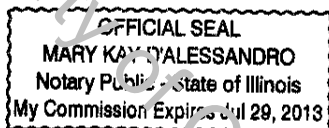
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

The undersigned, Notary Public in and for said County and State does hereby certify that Lawrence and Shirley Williams personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, for the purposes therein set forth.

In WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Mary Kay D'Alessandro
Notary Public

MARY KAY D'ALESSANDRO
(Type or Print Name)

(SEAL)
Commission Expires:

07/29/2013

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HARRIS PORTFOLIO MODIFICATION AGREEMENT ESCROW RIDER

This Harris Portfolio Modification Agreement Escrow Rider is made this 1st day of October, 2010 and is incorporated into and shall be deemed to replace the existing Section 4.D of the Harris Portfolio Modification Agreement, with the following Section 4.D, of the same date given by the undersigned (the "Borrower").

D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items". I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me

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any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

Lawrence Williams (Seal)
Lawrence Williams
10-6-2010
Date

Shirley Williams (Seal)
Shirley Williams
10-6-2010
Date

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First American Data Tree

SERVICING OFFICE

First American Data Tree
4 First American Way
Santa Ana, CA 92707-
(800) 708-8463

ORDER NUMBER 42666386
DATE RECEIVED 09/28/10
SEARCHED THRU 09/20/10 @ 7:59 am
DATE ISSUED 09/29/2010
REFERENCE NO. 70245945/

CUSTOMER - 003400.5000

Harris N.A. SAMU Account
3800 Golf Road Suite 300
Rolling Meadows, IL 60009
Attn: CHRISTINE DEMERS

BORROWER NAME/ADDRESS

LAWRENCE K. and SHIRLEY J. WILLIAM
3442 WEST ARLINGTON STREET
CHICAGO, IL 60624
(Cook County)

COUNTY RECORD INFORMATION
GRANTEE IN THE LAST DOCUMENT OF RECORD

LAWRENCE K. WILLIAMS AND SHIRLEY J. WILLIAMS, NOT AS TENANTS IN
COMMON, NOR AS JOINT TENANTS, BUT AS TENANTS BY THE ENTIRETY

PERMANENT PARCEL/TAX ID NO. 16-14-413-028-0000 (Parcel #1)
16-14-413-003-0000 (Parcel #2)

DATE RECORD OWNERSHIP ACQUIRED 07/29/96 (Parcel #1)

INSTRUMENT NO. 96-576607

CONVEYANCE FEE 0.00 (#1)

TAX VALUATION: Parcel #1 LAND 4,814

IMPROVEMENTS 20,208

TOTAL 25,022

TAX VALUATION: Parcel #2 LAND 0

IMPROVEMENTS 0

TOTAL 0

As to Parcel 1

Tax Type: COUNTY

Tax Period: 2009 FIRST HALF

Tax Status: PAID

Delinquent Due Date: 03/03/2010

Tax Delinquency, Interest or Penalties: NONE

2009 SECOND HALF AMOUNT STILL UNDETERMINED.

Tax Amount: \$1,233.65

Tax Due Date: 03/02/2010

MORTGAGES AND OTHER LIENS OF RECORD

1. CLOSED END MORTGAGE from LAWRENCE K. WILLIAMS AND SHIRLEY J. WILLIAMS, AS HUSBAND AND WIFE, to HARRIS TRUST AND SAVINGS BANK, amounting to \$98,550.00, dated 12/21/2001 filed for record 01/14/2002, and recorded in INSTRUMENT NUMBER 0020054726 in COOK County Records.

2. OPEN END MORTGAGE from LAWRENCE K. WILLIAMS AND SHIRLEY J. WILLIAMS, HIS WIFE, AS TENANTS BY THE ENTIRETY, to HARRIS, N.A., amounting to \$60,000.00, not to exceed \$60,000.00 dated 01/03/2006 filed for record 02/02/2006, and recorded in Document No. 0603304215 in COOK County Records.

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First American Data Tree

NAME: LAWRENCE K. WILLIAMS

ORDER NO. 42666386

END OF REPORT

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First American Data Tree LLC ('Data Tree') may have agreed, pursuant to the terms and conditions of a written service agreement (the 'Service Agreement'), to indemnify only the party with whom it directly contracted to produce this Report. This indemnification is extremely limited and is exclusively set forth in the Service Agreement. Except to the extent of any such limited Indemnification as set forth in the Service Agreement, Data Tree makes no Warranties (EXPRESSED OR IMPLIED) with respect to this report.

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

PARCEL 1:

LOT 25 IN HOMAN SQUARE PHASE TWO, SECTION ONE, BEING A RE-SUBDIVISION OF LOTS 1 THROUGH 48 INCLUSIVE, AND THE VACATED 16 FOOT EAST/WEST ALLEY, IN BLOCK 10 IN E.A. CUMMINGS AND CO.'S CENTRAL PARK AVENUE ADDITION, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40 RODS THEREOF AND NORTH OF THE NORTH LINE OF THE CHICAGO AND GREAT WESTERN RAIL ROAD, RECORDED JUNE 23, 1899 AS DOCUMENT NUMBER 2837304 IN THE RECORDER'S OFFICE RECORDED JULY 28, 1995 AS DOCUMENT NUMBER 95492644, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER AND ACROSS ALL COMMON SIDEWALKS, ANY ALLEYS, STREETS OR ROADWAYS AS CREATED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HOMAN SQUARE RESIDENTS ASSOCIATION RECORDED JUNE 27, 1994 AS DOCUMENT NUMBER 94558398 AND AS AMENDED BY DOCUMENT NUMBERS 94930840, 95190932 AND 95552590.

Permanent Parcel Number: 16-14-413-028-0000 (Parcel #1)
 16-14-413-003-0000 (Parcel #2)
 LAWRENCE K. WILLIAMS AND SHIRLEY J. WILLIAMS, NOT AS
 TENANTS IN COMMON, NOR AS JOINT TENANTS, BUT AS TENANTS BY
 THE ENTIRETY

42666386

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EXHIBIT A
(continued)

3442 WEST ARLINGTON STREET, CHICAGO IL 60624
Loan Reference Number : 70245945
First American Order No: 42666386
Identifier:



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