



1123003017

6776858  
WHEN RECORDED, MAIL TO:  
First American Title  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: Recording Dept.

Doc#: 1123003017 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/18/2011 11:35 AM Pg: 1 of 5

After Recording Return To:  
Ocwen Loan Servicing, LLC  
Attn: HAMP Modifications  
P.O. Box 24737  
West Palm Beach, FL 33416  
737067356109  
Investor #: 2697

[Space Above This Line for Recording Data]

**HOME AFFORDABLE MODIFICATION AGREEMENT  
(Step Two of Two-Step Documentation Process)**

Property of Cook County Clerk's Office

Servicer: Ocwen Loan Servicing, LLC  
Original Mortgagor / Maker: ROBERT F. RICOBENE AND NICOLE RICOBENE  
Marital Status: MARRIED  
Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
ACTING SOLELY AS NOMINEE FOR TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.  
Original Amount: \$ 360,000.00  
Original Mortgage Date: JANUARY 12, 2007  
Date Recorded: JANUARY 29, 2007  
Reel / Book: \_\_\_\_\_ Page / Liber: \_\_\_\_\_  
CRFN / Document/Instrument #: 0702902006  
AP# / Parcel #: 27-27-312-004-0000 VOL. 0147  
Property Address: 9224 SPRUCE LANE  
City: TINLEY PARK County: COOK State: ILLINOIS

Present Holder of the Note and Lien: OCWEN LOAN SERVICING, LLC  
Holder's Mailing Address:  
(Including county) 1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Palm Beach County

Legal Description: LOT 242, IN TIMBERS ESTATE PHASE 3, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF TH  
SOUTHEAST 1/4 OF SECTION 27; ALSO PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP  
36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Registered Land (OH Only):  YES  NO  
AFN# (OH Only): \_\_\_\_\_

District (NYC Only): \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

District (MA Only): \_\_\_\_\_

Lot (DC Only): \_\_\_\_\_ Square: \_\_\_\_\_

S Yes  
P 5  
S N  
M N  
SC Yes  
E Yes  
INT Yes

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## LOAN MODIFICATION AGREEMENT

Borrower(s): Robert F Ricobene

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Agreement"), dated 03/23/11 which modifies the terms of your home loan obligations as described in detail below:

A. the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on , in the Official Records of Cook [County and state, or other jurisdiction]. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at:

9224 Spruce Lane  
Tinley Park, IL 60487-5291

Legal Description

B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at

9224 Spruce Lane  
Tinley Park, IL 60487-5291

Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:

1. You agree that the new principal balance due under your modified Note and the Mortgage will be \$427,590.24. Upon modification, your Note will become contractually current; however fees and charges that were not included in this principal balance will be your responsibility.
2. You promise to make an initial payment in the amount of \$4,215.69 on or before 04/01/11, after which you will commence payments of principal and interest in the amount of \$2,632.75 beginning on 04/01/11 and continuing on the same day of each succeeding month until all amounts owed under the Note and Modification are paid in full.
3. Any payments due for taxes and insurance will be your responsibility in addition to the payments of principal and interest required under the terms of this modification. If this loan is currently escrowed, Ocwen will continue to collect the required escrow amounts with your monthly principal and interest payment.
4. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be 6.25000%. This rate will remain in effect until the maturity date of your loan, which is 3/1/41. This date may have been extended and may be different than your original maturity date.
5. If you sell your property, refinance or otherwise payoff your loan during the 12 months following the date of Modification, the Modification will be voidable at the sole option of Ocwen and all amounts owed under the obligations existing prior to the Modification will be due and owing.
6. You understand and agree that:
  - (a) All the rights and remedies, stipulations and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations and conditions in your Note and Mortgage will remain in full force and effect except as herein modified, and none of the your obligations or liabilities under your Note and Mortgage will be diminished or released by any provisions hereof nor will this Agreement in any way impair, diminish, or affect

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under or by operation of law. Also, all rights of recourse to which Ocwen is presently entitled against any property or any other persons in any way obligated for, or liable on, your Note and Mortgage are expressly reserved by Ocwen.

- (c) Any expenses incurred in connection with the servicing of your loan, but not yet charged to your account as of the date of this Agreement, may be charged to your account after the date of this Agreement.
- (d) Nothing in this Agreement will be understood or construed to be a satisfaction or release in whole or in part of your Note and Mortgage.
- (e) You agree 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 Ocwen, will bind and inure to your heirs, executors, administrators and assigns.
- (f) You understand that this agreement is legally binding and that it affects your rights. You confirm that you have had the opportunity to obtain independent legal counsel concerning this Agreement and are signing this Agreement voluntarily and with full understanding of its contents and meaning.
- (g) Corrections and Omissions. You agree to execute such other and further documents as may be reasonably necessary, to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note.

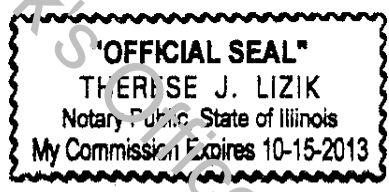
[Signature]  
 Ocwen Loan Servicing, LLC  
 By: Senior Manager  
**Servicing Transaction Management**  
 STATE OF Illinois  
 COUNTY OF Cook

[Signature]  
 Robert F Ricobene

The foregoing instrument was acknowledged before me this 28 day of April, 2011, by \_\_\_\_\_ (name of person(s) acknowledging).

[Signature]  
Signature of Notary

Therese J. Lizik  
Print Name of Notary



Personally Known \_\_\_\_\_ OR Produced Identification X

Type of Identification Produced Drivers Lic

Loan Number 70673561

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## Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective 03/23/11, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Robert F Ricobene (the "Borrower") and Ocwen Loan Servicing, LLC (the "Lender") covering the Property described in the Loan Modification Agreement located at:

9224 Spruce Lane  
Tinley Park, IL 60487-5291

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**Transfer of the Property or a Beneficial Interest to Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment-in-full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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 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.

- B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

\_\_\_\_\_  
Ocwen Loan Servicing, LLC

By: Nat

Loan Number 70673561

\_\_\_\_\_  
Robert F Ricobene

**Senior Manager**  
**Servicing Transaction Management**

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OCWEN LOAN SERVICING, LLC

By: Nathan Sands  
Senior Manager, Servicing Transaction Management  
Date: 28-June-2011

Power of attorney recorded on \_\_\_\_\_, County \_\_\_\_\_  
State \_\_\_\_\_, Book: \_\_\_\_\_ Page \_\_\_\_\_  
Instrument # \_\_\_\_\_

(If power of attorney recorded information above is not completed, please see attached Power of Attorney)

WITNESSES:



**Diego Rojas**



**Erin Sleeper**

STATE OF Florida }  
COUNTY OF Palm Beach }

On 28-June-2011, before me, the undersigned Notary Public, personally appeared Nathan Sands, Senior Manager, Servicing Transaction Management of Ocwen Loan Servicing, LLC, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.



Notary Public State of Florida:  
Stephen Lee  
My Commission EE02575e  
Expires 09/13/2014



Notary – \_\_\_\_\_  
State of Florida  
County of Palm Beach

Prepared by:



**Erin Sleeper**

**Stephen Lee**