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Doc#: 1223545026 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/22/2012 10:18 AM Pg: 1 of 5

Sovereign Bank Loan #: 136314862
Freddie Mac Loan #: 410883409

Sovereign Bank, N.A.
Mail Code 10-6438-WO7
601 Penn St. Reading, PA 19601

Documents prepared by: Sheri Madara
MIN: 100085804915065666
MERS Phone Number: 1-828-679-6377
On (Date): June 25, 2012
Parcel ID#: 4925812

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

01-12121322

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

This Loan Modification Agreement ("Modification") is effective June 1, 2012, between Ron S Wexler and Daryel Wexler ("Borrower"), and Sovereign Bank, N.A., ("Lender"), **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated December 8, 2006, in the original principal sum of U.S. \$224,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure (the "Security Instrument"), **and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan, 48501-2026)**, recorded on December 20, 2006 in Document 0635447031 in Cook County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property describe in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located 1360 East Lynn Ct, Homewood, IL 60430. That real property is described as:

** Husband + Wife*

See description attached hereto and made a part hereof:

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration and Security Instrument as follows: The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower X is, _____ is not, the occupant of the Property.

S 4
P 5
S 10
M 10
SC 4
E 4
INTA

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2. Borrower represents that the Borrower has complied with all terms of the trial plan and the Loan Documents will automatically become modified on June 1, 2012 (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 July 1, 2012.
3. The new Maturity Date will be: June 1, 2052 (the "Modified Maturity Date").
4. The modified principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender (\$1,300.57) but not previously credited to my Loan. The new Principal balance of my Note will be \$210,582.92.
5. \$63,593.05 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance (\$210,582.92) less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this is \$146,989.87. Interest at the rate of 5.00 % will begin to accrue on the interest bearing principal balance of June 1, 2012 and the first new monthly payment of \$708.78 on the Interest Bearing Principal Balance will be due on July 1, 2012.
6. If on June 1, 2052, the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the modified Maturity Date. The Borrower will make such payments to Sovereign Bank, N.A., PO Box 12649, Reading, PA 19612 or at such other place as the Lender may require.
7. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
8. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
1. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

[Check applicable box(es)]

- 1-4 Family Rider - Assignment of Rents
- Modification due on transfer rider

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[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement.

SOVEREIGN BANK, N.A./Mortgage Electronic Registration Systems, Inc.
Successor to

Kathleen M Koslesky
Name: _____
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA, BERKS COUNTY SS:

On this, the 5th day of July, 2012, before me, a Notary Public, personally appeared Kathleen M Koslesky, as Vice President, who acknowledged himself/herself as such officer of Sovereign Bank, N.A., a corporation, and an authorized Certifying Officer for Mortgage Electronic Registration Systems, Inc., that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as such Officer and Certifying Officer for Mortgage Electronic Registration Systems, Inc.

Kathleen J Bower
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN J. BOWER, Notary Public
City of Reading, Berks County
My Commission Expires June 13, 2015

[BORROWER(S) TO SIGN ON NEXT PAGE]

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Ron S. Wexler

Ron S Wexler, Borrower

Daryel Wexler

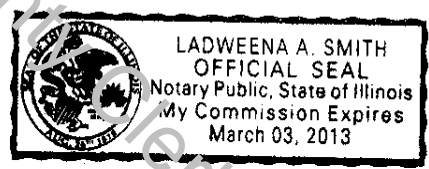
Daryel Wexler, Borrower

STATE OF IL

COUNTY OF COOK

On this, the 3 (day) of July (month), 2012, before me, the undersigned, a Notary Public, in and for said state, personally appeared **Ron S Wexler and Daryel Wexler, Borrower**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Ladweena A. Smith
Notary Public



Original

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Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY [Type of Recording Jurisdiction]
of **COOK** [Name of Recording Jurisdiction]

**LOT 17 IN RIEGEL HIGHLANDS FIFTH ADDITION A SUBDIVISION OF
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5 TOWNSHIP 35
NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING
EASTERLY OF THE EAST RIGHT OF WAY LINE OF RIEGEL ROAD IN COOK
COUNTY ILLINOIS. PIN# 32-05-116-019**

which currently has the address of **1360 E. LYNN COURT, HOMEWOOD** ✓
[Street] [City]
Illinois **60430** ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
MERS 3614

Form 3014 (01/01)