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Doc#: 1228539010 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/11/2012 09:05 AM Pg: 1 of 7

After Recording Return To: Mortgage Services PO Box 5449 Mount Laurel, NJ 08054

This Document Prepared By: PHH Mortowge Corporation PO Box 5440 Mount Laurei, NJ 08054 TUYET TRAN, STECIALIST

Parcel ID Number: 25081040660000

[Space Above This Line For Recording Data]

Loan No: 0020416590 Investor Loan No: 1685541834

Original Recording Date: February 13, 2003

Original Loan Amount: \$79,500.50

Original Lender Name: PHH MORTE AGE

**SERVICES** 

New Money: \$7,287.82

#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of June, 2012, between DELORES PARKER ("Borrower") and PHH MORTCAGE CORPORATION, whose address is 1 MORTGAGE WAY, MOUNT LAUREL, NJ 08054 ("Lender") arriends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated January 22, 2003 and recorded in Instrument No. 0030209500 of the Official Records (Name of Records) of COOK County, IL (County and State, or other Jurisdiction) 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 and defined therein as the "Property", incated at

9849 SOUTH WINSTON, CHICAGO, IL 60643

(Property Address)

the real property described being set forth as follows:

#### See Exhibit "A" attached hereto and made a part hereof;

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 August 1, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$77,034.93, consisting of the unpaid amount(s) loaned to

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Loan No: 0020416590

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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 at the yearly rate of 6.500%, from August 1, 2012. Borrower promises to make monthly payments of principal and interest of U.S. \$451.01, beginning on the 1st day of September, 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.500% will remain in effect until principal and interest are paid in full. If on August 1, 2052 (the "Matunty Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. 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 Security Instrument.

If Lender exercises this option, I ender 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 strong 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.

- 4. Borrower also will comply with all other criven ants, agreements, and requirements of the Security Instrument, including without limitation, Concover'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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - all terms and provisions of the Note and Security instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
  - 5. Borrower understands and agrees that:

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- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any shall be diminish, or affect any of Lender's rights under or remedies on the Note and way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- 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 the Borrower.
- This Agreement modifies an obligation secured by an existing security increment recorded in COOK County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument as a instrument is \$69,747.11. The principal balance secured by the existing security instrument as a result of this Agreement is \$77,034.93, which amount represents the excess of the unpaid principal balance of this original obligation.

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In Witness Whereof, the Lender and I have executed this Agreement.	
Delores Parker -Borrower	(Seal)
State of Illinois  County of	OFFICIAL SEAL R. E. CLEMONS Notary Public - State of Illinois My Commission Expires Aug 10, 2013

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PHH MORTGAGE CORPORATION  9-14-12  (Seal)
(Seal)
By:
Name: ANDREA KANOPKA, ASST. V.P.
Title:
[Space Below This Line For Acknowledgments]
State of New Jersey Crunty of Burlington
On Souland of Said State, personally appeared a Notary Public in and for said State, personally appeared a Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in and for said State, personally appeared as Notary Public in an according to the Notary Public in a notary Public in a notary Public in an according to the Notary Public in a notary Public
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Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.    Dlate Laboration   Laboration
GLADYS LABOY  ID # 2360690  NOTARY PUBLIC  STATE OF NEW JERSEY My Commission Expires June 12, 2017

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#### **UNOFFICIAL COPY**

#### Exhibit "A"

Loan Number: 0020416590

Property Address: 9849 SOUTH WINSTON, CHICAGO, IL 60643

Legal Description:

SEE ATTACHED EXHIBIT "A"



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#### **UNOFFICIAL COPY**

LOAN #0020416590

EXHIBIT A

SOUTH THAT PART OF LOT 22 COM LENCING ON THE EAST LINE OF WINSTON AVENUE 234 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 22, THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID LOT 20 THE WEST LINE OF LOOMIS STREET THENCE NORTH ALO VG THE WEST LINE OF LOOMIS STREET TO A POINT IN A LINE 199 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT, THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID LOT TO THE EAST LINE OF WINSTON AVENUE THENCE SOUTH 3 FELT TO THE PLACE OF BEGINNING IN BLOCK 3 IN HILLARD AND DOBBIN'S FIRST ADDITION TO WASHINGTON HEIGHTS, OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7 IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK THIRD I COUNTY, ILLINOIS.

P.I.N. (S) 25-08-104-066