

UNOFFICIAL COPY



Doc#: 1230031019 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2012 12:08 PM Pg: 1 of 6

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

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
TAMIKA WELLS, SPECIALIST

Parcel ID Number
31-17-211-011-0009

[Space Above This Line For Recording Data]

Original Recording Date: **June 04, 2010**
Original Loan Amount: **\$146,033.00**
Original Lender Name: **COLDWELL BANKER
HOME LOANS**
New Money: **\$3,787.90**

Loan No: **7116422010**
FHA/VA Case Number: **137-5749985-703**
MIN Number: **100187571164220108**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **23rd** day of **July, 2012**, between **COURTNEY D JUDE, AN UNMARRIED MAN** whose address is **125 DEERPATH ROAD, MATTESON, IL 60443** ("Borrower") and **PHH MORTGAGE CORPORATION** which is organized and existing under the laws of **New Jersey**, and whose address is **1 MORTGAGE WAY, MOUNT LAUREL, NJ 08054** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (838) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **May 28, 2010** and recorded in **Instrument No: 1015546006**, 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", located at

125 DEERPATH ROAD, MATTESON, IL 60443,
(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):

HUD MODIFICATION AGREEMENT
Loan No: **7116422010**
8300 06/12

(page 1 of 5)

S Yes
P 6
S NO
M NO
SC Yes
E NO
INT NO

UNOFFICIAL COPY

1. As of **August 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$146,272.79**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$2,170.72** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **4.250%**, from **August 1, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$719.57**, 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. If on **August 1, 2042** (the "Maturity 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, 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.

4. Borrower also will comply with all 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for

UNOFFICIAL COPY

the underlying debt.

- 6. 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. 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.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary 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.
- 8. This Agreement modifies an obligation secured by an existing security instrument 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 is \$142,434.83. The principal balance secured by the existing security instrument as a result of this Agreement is \$146,272.79, which amount represents the excess of the unpaid principal balance of this original obligation.

Courtney D Jude Cook County Ill (Seal)
 COURTNEY D JUDE -Borrower

[Space Below This Line For Acknowledgments]

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me on September 20, 2012 by **COURTNEY D JUDE, AN UNMARRIED MAN.**

Jeri L. Patterson
 (Signature of person taking acknowledgment)

My Commission Expires on 12-03-2012



UNOFFICIAL COPY

PHH MORTGAGE CORPORATION

By *Rita Siegman* _____ (Seal)
 Name: _____ - Lender
 Title: **RITA SIEGMAN - ASST. VICE PRESIDENT**

10-15-12
 Date of Lender's Signature _____
 _____ [Space Below This Line For Acknowledgments] _____

State of New Jersey, County of Burlington

On 10/15/12, 2012, before me, **FLORENCE L. GEDLING**
 a Notary Public in and for said State, personally appeared
RITA SIEGMAN - ASST. VICE PRESIDENT

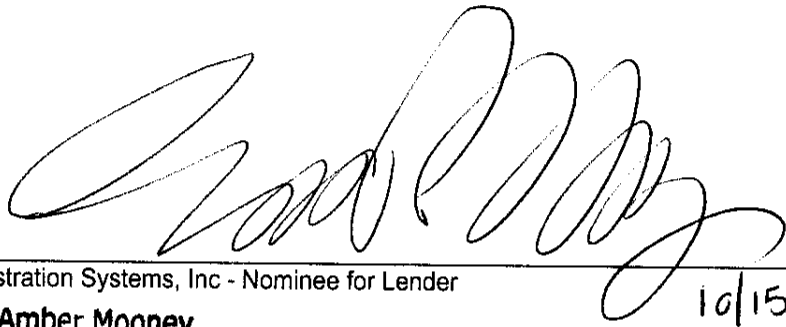
_____ of the
 Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the
 individual whose name is subscribed to the within instrument and acknowledged to me that they executed
 the same in their capacity, and that by their signature on the instrument, the individual, or the person upon
 behalf of which the individual acted, executed the instrument

Florence L. Gedling
 Notary Public

FLORENCE L. GEDLING
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 6/25/2017

 Notary Public of New Jersey
 My Commission expires: _____

UNOFFICIAL COPY



Mortgage Electronic Registration Systems, Inc - Nominee for Lender

10/15/12

Title: **Amber Mooney**
ASSISTANT SECRETARY

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington SS.:

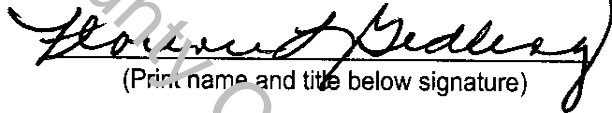
I CERTIFY that on 10/15/2012

Amber Mooney
ASSISTANT SECRETARY

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument
(b) was authorized to and did execute this instrument as **Amber Mooney**
ASSISTANT SECRETARY

of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** the entity named in this instrument; and;
(c) executed this instrument as the act of the entity named in this instrument.



(Print name and title below signature)

FLORENCE L. GEDLING
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/25/2017

FLORENCE L. GEDLING

UNOFFICIAL COPY

LOAN: 7116422010

NAME: JUDE

EXHIBIT "A"

STREET ADDRESS: 125 DEERPATHROAD
CITY: MATTHESON COUNTY: COOK COUNTY
TAX NUMBER: 31-17-011-011-0000

LEGAL DESCRIPTION:

LOT 276 IN WOODGATE GREEN UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office