



1305715044

Investor Loan # 601195493

Custodian ID: RA1

This document was prepared by GMAC Mortgage, LLC

Doc#: 1305715044 Fee: \$74.25

Karen A. Yarbrough RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 02/26/2013 01:54 PM Pg: 1 of 5

When Recorded Return To:

Indecomm Global Services 3451 Hammond Ave.

2925 Country Drive

St. Paul, MN 55117

Jennife-Mueller  
Watauga, IA 50702

78312044

(Space Above This Line For Recording Data)

NON-HAMP LOAN MODIFICATION AGREEMENT

Loan Modification Agreement ("Agreement") made this November 01, 2012, ("Effective Date") between CRAIG T CHIOCHANYONT, JESSICA J CHIOCHANYONT\*\* ( "Borrower") and \* GMAC Mortgage, LLC Lender/Service or Agent for Lender/Service ("Lender") amends and supplements that certain promissory note ("Note") dated April 01, 2005 in the original principal sum of Two hundred sixty-four thousand (\$264,000.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on April 14, 2005 with Instrument Number 0510411053 in Book and/or Page Number of the real property records of COOK County, IL. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender/Service or Agent for Lender/Service. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1901 E Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026 Flint, MI 48501-2026, (888) 679-MERS. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 809 WEST WELLINGTON AVE UNIT 2 CHICAGO IL 60657, which real property is more particularly described as follows:

( Legal Description if Applicable for Recording Only )

\*\* husband and wife

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/service for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement

Lender has agreed to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that the amount payable under the Note and Security Instrument (Principal Balance) is \$263,236.55.
2. The Maturity Date of the Note is hereby extended to November 01, 2042.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.
4. Interest will be charged on the Principal Balance until the principal has been paid in full. Borrower promises to pay interest at the rate of 2.875% until Borrower pays off the loan, sells or transfers any interest in the Property, refinances the loan, or when the last scheduled payment is due.

S N  
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S N  
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SC  
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INT

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5. Borrower promises to make monthly principal and interest payments of \$1,092.15, beginning on December 01, 2012, and continuing thereafter on the same day of each succeeding month, until all principal and interest is paid in full. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, Iowa, 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.
6. If on November 01, 2042 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, Borrower will pay these amounts in full on that date.
7. If Lender has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to Lender in an amount calculated as provided in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly, but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.
8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange, or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.
9. If all or any part of the Property or any interest in it 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, 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 such exercise is prohibited by applicable law. 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 this 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. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.
10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender will collect and record personal information, including, but not limited to, borrower's name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. Borrower understands and consents to the disclosure of personal information and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for purposes similar to the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor

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12. Borrower acknowledges that Lender is required to report accurate information to the credit reporting agencies. Upon completion of this modification, when Lender next reports Borrower's loan to the credit agencies, Lender will report the loan as modified.

13. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

08 Oct 12   
Date CRAIG T CHIOCHANYONT

08. Oct 12   
Date JESSICA J CHIOCHANYONT

### BORROWER ACKNOWLEDGMENT

State of FL  
County of Broward

On this 8<sup>th</sup> day of October 2012, before me, the undersigned, a Notary Public in and for said county and state, personally appeared CRAIG T CHIOCHANYONT JESSICA J CHIOCHANYONT, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Notary Public Lynda Tohar  
My Commission Expires: 12.21.15



State of Florida  
County of Broward  
The foregoing instrument was  
acknowledged before me this  
8<sup>th</sup> day of October 2012  
acknowledged to drivers license  
C 255-1187-4217  
Craig Chiochanyont  
Jessica Chiochanyont  
C 255-4307-4652

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Mortgage Electronic Registration Systems, Inc- Nominee for Lender

By: Renee Carpenter  
Renee Carpenter  
Title: Authorized Officer

Date: 12-13-12

### LENDER ACKNOWLEDGMENT

State of IOWA  
County of Blackhawk

On this 13 day of Dec 2012, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Renee Carpenter personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of Mortgage Electronic Registration Systems, Inc- Nominee for Lender, said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.  
Yvonne Cullio  
Notary Public  
My Commission Expires: 4-18-2013



Notary Public of Cook County Clerk's Office

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Property of Cook County Clerk's Office

**LEGAL DESCRIPTION****Legal Description:**

Unit No. 809-2 as delineated on survey of the following described parcel of real estate (hereinafter referred to as Parcel): The East 75 feet of Lots 19, 20, 21 and 22 in Block 1 in Woodland's Subdivision of the East 1/2 of Block 5 in the Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to Declaration made by The Exchange National Bank of Chicago, as Trustee under Trust Agreement dated November 14, 1977 and known as Trust No. 33221, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 24265837, together with its undivided percentage interest in said Parcel (excepting from said Parcel, all the property and space comprising all the units thereof, as defined and set forth in said Declaration and survey), in Cook County, Illinois.

**Permanent Index Number:**

Property ID: 14-29-218-037-1014

**Property Address:**809 West Wellington Ave, Unit #2  
Chicago, IL 60657