Sovereign Bank Loan #: <u>0826897674</u> Freddie Mac Loan #: <u>490640036</u>

Documents prepared by: Madeline Perez

MIN: 100085804915725551

MERS Phone Number: 1-888-679-6377

On (Date): May 10, 2013 Parcel ID#: 303122300800002 After recording return to: Sovereign Bank, N.A.

Mail Code 10-6438-WO7 601 Penn St. Reading, PA 19601

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

13093706

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 May 1, 2013, between Scott F Perz and Jodi L Perz ("Borrower"), and Sovereign Bank, N.A. ("Lender"), Originated by The First Mortgage Corporation, Mortgage Electronic Registration Systems, I.c. ("Mortgagee"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated December 20, 2007, in the original principal sum of U.S. \$148,000.00, and (2) the Mortgage, Deed of Trusi 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 January 2, 2008 in Instrument 080020817 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 18133 Ridgewood Avenue, Lancing, IL 60438. That real property is described as:

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.

## **UNOFFICIAL COPY**

- 1. The Borrower represents that the Borrower X is, is not, the occupant of the Property.
- 2. Borrower represents that the Borrower has complied with all terms of the trial plan and the Loan Documents will automatically become modified on May 1, 2013 (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 June 1, 2013.
- 3. The new Maturity Date will be: May 1, 2053 (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 (\$4,900.28) but not previously credited to my Loan. The new Principal balance of my Note will be \$142,844.56.
- 5. \$32,444.56 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 (\$142,844.56) less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this is \$110,400.00. Interest at the rate of 4.00 % will begin to accrue on the interest bearing principal balance of May 1, 2013 and the first new monthly payment of \$461.40 on the Interest Bearing Principal Balance will be due on June 1, 2013.
- 6. If on May 1, 2053, 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 cy 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 regreements 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 construe! 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.
- 9. 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 exact 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

1317557600 Page: 3 of 5

## **UNOFFICIAL COPY**

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 BAN	K. N.A. ("Lender") and on behalf of
Mortgage Electronic	Registration Systems, Inc. ("Mortgagee")
Successor to The Fi	rst Mortgage Corporation
100-	<del>7</del> 6
Name:	Steven Fisher
Title:	$\sim$
COMMONWEALT	ILOF PENNSYLVANIA, BERKS COUNTY SS:
On this, the	
appeared	Steven Fisher , as V , who
_	elf/herself is such officer of Sovereign Bank, N.A., a corporation, and an authorized
	or Mortgage Electronic Registration Systems, Inc., that he/she as such Officer, being
	executed the foregoing instrument for the purposes therein contained by signing the
•	ation by himself/herself, as such Officer and Certifying Officer for Mortgage
Electronic Registrati	on Systems, Inc.
	( CO Con True Con Land
	Charling T NOTARY PUBLIC
	Christine Torok
	COMMONY EATH OF PENNSYLVANIA
	MOTARIAL SEAL
	CHRISTINE COOK, NOTARY PUBLIC
	CITY OF READING, SERKS COUNTY MY COMMISSION EXPIRES OCT. 24, 2013
	U.S.
	[BORROWER(S) TO SIGN ON NEXT PAGE)

[BORROWER(S) TO SIGN ON NEXT PAGE]

## **UNOFFICIAL COPY**

Scott E Perz, Borrower

Jodi L Perz, Borrower

STATE OF ILLIPSIS

COUNTY OF C. . .

On this, the 21 day) of HAH (month), 2013, before me, the undersigned, a Notary Public, in and for said state, personally appeared Scott F Perz and Jodi L Perz, 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 prairie prairie person upon behalf of which the individual(s) acted, executed the instrument.

OFFICIAL SEAL
DEBRA D LABINE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/31/16

Notary Public

Debra D. Labine

Original

SCHEDULE A (CONTINUED) POLICY NUMBER: 2000-000606053-OC

## THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 8 IN BLOCK 8 ON LANSING MEADOWS, BEING A SUBDIVISION OF (EXCEPT THE SOUTH 264.0 FEET OF THE WEST 645.0 FEET) AND (EXCEPT THE SOUTH 125.0 FEET OF THE EAST 83.0 FEET) THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AGENT:

FLOSSMOOR TITLE CORPORATION The Thin of Cook County Clark's Office 19831 GOVERNORS HIGHWAY PLOSSMOON. ILLINOIS 60422

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED