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Doc#: 1318215021 Fee: \$72.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/01/2013 09:13 AM Pg: 1 of 18

When Recorded Return to:

T.D. Service Company 650/2
4000 W Metropolitan Drive, Ste 400
Orange, CA 92868
3820670071

Prepared By:
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road, Suite 100
Irvine, CA 92618

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Loan Number: 5000033059

This Loan Modification Agreement ("Agreement"), made this 22nd day of October, 2012
between
Michael D Poulos and Suzanne M Poulos his wife

Rushmore Loan Management Services LLC, current servicer and agent for owner
("Borrower") and

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"),
dated September 10, 2002 and recorded in the Recorder of Deeds Records of
[Name of Records]

RUSHMORE LOAN MANAGEMENT SERVICES LLC MODIFIED

LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae Uniform Instrument -
Providing For Fixed Interest Rate
Amended to include Notary Acknowledgments and other information
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D13550 (1104)
Page 1 of 7

Handwritten notes: yes, 13, N, N, yes, yes, etc.

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Cook County, Illinois
 [County and State, or other Jurisdiction]

in Book or Liber: 0021043588

Rec on 9-24-2012 PIN# 11-18-414-016-1010

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

1416 Hinman Avenue Unit 10
 Evanston, IL 60201

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION AS SET FORTH IN THE MORTGAGE see Attached Exhibit "A"

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 October 22, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 230,000.00, consisting of the unpaid amount(s) loaned to 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 for the first year at the yearly rate of 5.750 % from November 1, 2012

Borrower promises to make monthly payments of principal and interest in the amount of U.S. \$ 1,273.05, beginning on the 1st day of December, 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

The yearly rate of 5.750 % will remain in effect until principal and interest is paid in full.

If on November 1, 2047 (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.

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 Page 2 of 7

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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, 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
 - (b) 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
 - (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.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security 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 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.

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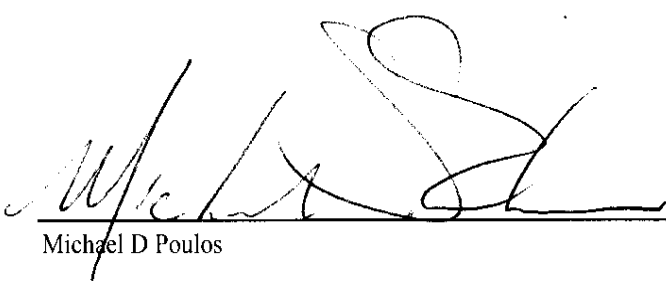
D13550 (1104)
 Page 3 of 7

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- (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.
- (e) 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.
6. FUNDS FOR ESCROW ITEMS. The original Note and Security Instrument do not include the standard Fannie Mae and Freddie Mac escrow account provisions and must be modified to incorporate these escrow account provisions. The required escrow account provisions are contained in the attached Funds for Escrow Items Provisions Exhibit and are expressly incorporated by reference into this Agreement.
7. On October 25, 2011, the Borrower received a discharge in bankruptcy in the United States Bankruptcy Court for the Northern District of Illinois in case 11-31051, discharging personal liability on this Loan. Therefore, nothing in this modification creates any personal liability on the part of the Borrower.
8. Lender represents this is an in-house modification which is not a part of any governmental program.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.**

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 _____ (Seal)
 Michael D Poulos -Borrower

 Suzanne M Poulos -Borrower (Seal)

 -Borrower (Seal)

 -Borrower (Seal)

BORROWER ACKNOWLEDGMENT

State of Illinois
 County of Cook

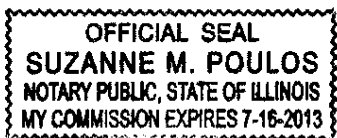
This instrument was acknowledged before me on

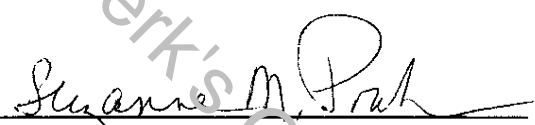
February 14, 2013

by

Michael D. Poulos

My commission expires:





 Notary Public

ADDITIONAL BORROWER SIGNATURES ON NEXT PAGE.

RUSHMORE LOAN MANAGEMENT SERVICES LLC MODIFIED

LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae Uniform Instrument -
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D13550 (1104)
 Page 5 of 7

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Michael D Poulos (Seal)
-Borrower

Suzanne M. Poulos

Suzanne M. Poulos (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of Illinois
County of Cook

This instrument was acknowledged before me on

February 14, 2013

by

Suzanne M. Poulos

My commission expires: *7/16/2013*



[Signature]

Notary Public

ADDITIONAL BORROWER SIGNATURES ON NEXT PAGE.

RUSHMORE LOAN MANAGEMENT SERVICES LLC MODIFIED

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Page 5 of 7

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(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of Illinois
County of Cook

This instrument was acknowledged before me on

by

My commission expires:

Notary Public

RUSHMORE LOAN MANAGEMENT SERVICES LLC MODIFIED

LOAN, MODIFICATION AGREEMENT - Single-Family - Fannie Mae Uniform Instrument -
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D13550 (1104)
Page 6 of 7


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Rushmore Loan Management Services LLC, current servicer and agent for owner

(Seal)

-Lender

By:



Gail Schlentz

NMLSH172649

LENDER ACKNOWLEDGMENT

State of California

County of Orange

This instrument was acknowledged before me on
Gail Schlentz as
Rushmore Loan Management Services LLC, current servicer and agent for owner

by
of

SEE ATTACHED
Acknowledgment

RUSHMORE LOAN MANAGEMENT SERVICES LLC MODIFIED

LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae Uniform Instrument -
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Page 7 of 7

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ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ORANGE

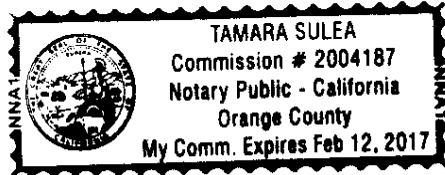
On **March 1, 2013**, before me, **Tamara Sulea, Notary Public**, personally appeared **GAIL SCHLENTZ**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



(seal)

Loan #: 5000033059

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Exhibit "A"

Legal Description

UNIT 10 IN THE 1416 HINGMAN AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND LOT 5 IN BLOCK 31 IN THE VILLAGE (NOW CITY) OF EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 8, 1965 AS DOCUMENT 1961291, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

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Funds for Escrow Items Provisions Exhibit to Loan Modification Agreement

Investor Loan #: 5000033059
Loan Number: 5000033059
Borrower ("I"):
Michael D Poulos and Suzanne M Poulos his wife

Lender or Servicer ("Lender"):
Rushmore Loan Management Services LLC, current servicer and agent for owner

Modification Effective Date:

The terms of the Loan Modification Agreement between Borrower and Lender provides that as of the Modification Effective Date the provisions contained in this **Funds for Escrow Items Provisions Exhibit** are incorporated into and intended to form a part of the Loan Modification Agreement within Section 6.

6. FUNDS FOR ESCROW ITEMS. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any;

FUNDS FOR ESCROW ITEMS PROVISIONS EXHIBIT
TO LOAN MODIFICATION AGREEMENT
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D14487 (1103)
Page 1 of 3

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(c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 6. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing.

In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 6.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

FUNDS FOR ESCROW ITEMS PROVISIONS EXHIBIT
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 Page 2 of 3

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

FUNDS FOR ESCROW ITEMS PROVISIONS EXHIBIT
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Page 3 of 3

UNOFFICIAL COPY**Errors and Omissions - Compliance Agreement**

Lender	Borrower	Date
Rushmore Loan Management Services LLC	Michael D Poulos Suzanne M Poulos	October 22, 2012
		Loan Number
		5000033059

Property Address: 1416 Hinman Avenue Unit 10
Evanston, IL 60201

State of Illinois, **County/Parish/City of Cook**

The borrower(s) for and in consideration of the Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Administration or the Department of Veterans Affairs, or any Municipal Bonding Authority.


The borrower(s) agree(s) to comply with all above noted requests by the Lender within 30 days from date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation, and to assure marketable title in the said borrower(s).

Borrower



Michael D Poulos

 2/17/2013

Date
(Seal)

Suzanne M Poulos

Date
(Seal)

Date
(Seal)

Date
(Seal)

Refer to the attached *Signature Addendum* for additional parties and signatures.

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Sworn to and subscribed before me this 14th day of February, 2013



Suzanne M Poulos
Notary Public
State/Commonwealth of IL
Acting in the County/Parish of Cook

My Commission Expires:

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Errors and Omissions - Compliance Agreement

Lender	Borrower	Date
Rushmore Loan Management Services LLC	Michael D Poulos Suzanne M Poulos	October 22, 2012
		Loan Number
		5000033059

Property Address: 1416 Hinman Avenue Unit 10
Evanston, IL 60201

State of Illinois , **County/Parish/City of Cook**

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The borrower(s) agree(s) to comply with all above noted requests by the Lender within 30 days from date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation, and to assure marketable title in the said borrower(s).

Borrower

Michael D Poulos

Date
(Seal)



Suzanne M Poulos

2-14-13

Date
(Seal)

Date
(Seal)

Date
(Seal)

Refer to the attached *Signature Addendum* for additional parties and signatures.

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Sworn to and subscribed before me this 14th day of February, 2013.



Notary Public
State/Commonwealth of Illinois
Acting in the County/Parish of Cook

My Commission Expires: 7/16/2013

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Loan No: XXXX33059

BALLOON ADDENDUM TO LOAN MODIFICATION AGREEMENT

Michael D Poulos and Suzanne M Poulos
1416 Hinman Avenue Unit 10
Evanston, Illinois 60201

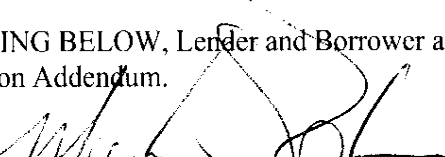
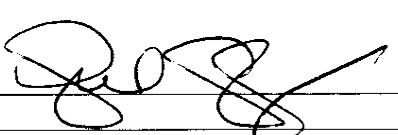
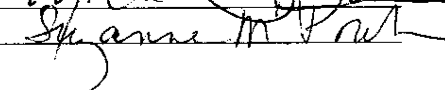
THIS BALLOON ADDENDUM TO LOAN MODIFICATION AGREEMENT (the "Balloon Addendum") is made this 22nd day of October, 2012, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement (the "Modification Agreement" together, the "Agreements") entered into by the undersigned ("Borrower"), in favor of **Rushmore Loan Management Services LLC**, current servicer and agent for owner ("Lender"). The Agreements amend and supplement (1) the Mortgage, Deed of Trust or Security Deed and any applicable Riders (the "Security Agreement"), and (2) the Note bearing the same date as, and secured by, the Security Agreement.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Modification Agreement, Borrower and Lender further covenant and agree as follows:

1. In an effort to assist the borrower in meeting their monthly obligations and upon execution of the Agreements, Lender agrees to immediately forgive an amount equal to **\$38,514.04** (the "Forgiven Amount").
2. In addition, Lender will agree to suspend payment in the amount of **\$0** (the "Balloon Amount"), which will be due and payable on the maturity date of **November 1, 2047**. Lender will not charge interest on this Balloon Amount. If the loan is refinanced within two (2) years of the Agreements, Lender **will consider** forgiving the Balloon Amount.
3. The payment of Principal and Interest listed in Paragraph 2 of the Modification Agreement is the payment necessary to amortize **\$230,000.00**, which is the portion of the Unpaid Principal Balance not affected by the adjustments described in Paragraphs 1 and 2 of this Balloon Addendum.

The Agreements only modify the Security Agreement and Note in regard to the provisions addressed. All other terms and conditions of the Security Agreement and Note remain in full force and effect.

BY SIGNING BELOW, Lender and Borrower accept and agree to the terms and provisions contained in this Balloon Addendum.

Borrower  Lender 
 Borrower  _____