



Doc#: 1320315026 Fee: \$66.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/22/2013 09:04 AM Pg: 1 of 14

After Recording Return To:

~~INDEPENDENT SETTLEMENT SERVICES~~
~~100 HIGH TOWER OFFICE BLDG~~
~~100 HIGH TOWER BLVD, SUITE 400~~
~~PITTSBURGH, PA 15205~~

This document was prepared by Seterus, Inc.

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L790E

*Parcel number:
31-03-201-175-0000*

Loan Number: 19149450
Investor Loan #: 1702786960

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of March, 2013, between MATTHEW M PERRI and JACKIE C PERRI ("Borrower") and Seterus, Inc. ("Servicer") Loan Servicer for the Lender, and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("the Security Instrument"), and Timely Payment Rewards Rider, if any, dated November 17, 2006 and recorded in Book or Liber NA, at page(s) NA Instrument Number 706506148, of the COOK Records of Cook 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

**310667*

4170 186TH ST, COUNTRY CLUB HILLS, IL 60478

the real property described being set forth as follows:

Property Legal Description - See Attached Exhibit A

Enow Agreement - See Attached Exhibit B

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 March 11, 2013, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$86,975.78 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

PERRI 19149450

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT

Contract Code DDM

Form 3179 1/01 (rev. 01/09) (page 1 of 5)



Y
14
N
Y
Y
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Y
Y

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2. \$4,792.36 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$82,183.42. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.000%, from March 01, 2013. Borrower promises to make monthly payments of principal and interest of U.S. \$343.48, beginning on the 1st day of April, 2013, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 4.000% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be March 01, 2053.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-40	4.000	03/01/2013	343.48	04/01/2013	480

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If Borrower makes a partial prepayment of principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. 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.
6. 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:
- 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.

PERRI 19149450

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT

Form 3179 1/01 (rev. 01/09)

(page 2 of 5)



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7. 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.
- (d) All administration and processing costs incurred by Lender in connection with this Agreement, such as required notary fees, recordation fees, title costs and property valuation fees, shall be paid by the Lender, unless otherwise stipulated.
- (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.
- (f) MERS is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.



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If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Borrower 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; (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." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's 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, Borrower 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. Borrower's 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 Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails 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 Borrower 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, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.



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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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower 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 Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower 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 Borrower as required by RESPA, and Borrower 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 Borrower as required by RESPA, and Borrower 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 Borrower any Funds held by Lender.

By: Ray Montgomery (Seal) Matthew M. Perri (Seal)
 -Servicer Ray Montgomery Authorized Signer Borrower Signature MATTHEW M. PERRI
 MAY 15 2013
 Jackie C. Perri (Seal)
 Co-Borrower JACKIE C. PERRI
 NOTARY SEAL
 MICHELLE PRICE
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES: 05/17/14

Mortgage Electronic Registration Systems, Inc.
 Nominee for Lender N/A

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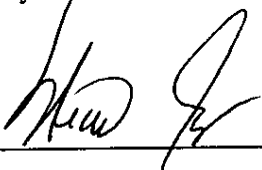
ACKNOWLEDGEMENT

State of Illinois
County of Cook

On, March 28, 13 before me, Michelle Price, personally appeared
Matthew M Perri, Jackie C Perri

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.

WITNESS my hand and official seal.

Signature 

(Seal)



RE: MATTHEW M PERRI
JACKIE C PERRI
19149450
L790 - Apollo Modification Agreement



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State of Oregon

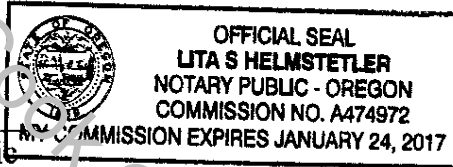
County of Washington

On **05/15/2013**, before me, **Lita S Helmstetler**, personally appeared **Roy Montgomery, Authorized Signer of Seterus, Inc.**, 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.

WITNESS my hand and official seal.



Lita S Helmstetler, Notary Public
State of Oregon



My commission expires on: January 24, 2017

Commission No. A474972

County Clerk's Office

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EXHIBIT A

PARCEL 1: THAT PART OF PARCEL 35 IN RESUBDIVISION OF PART OF PROVINCETOWN HOMES UNIT NO. 2 BEING A RESUBDIVISION OF AREAS 28 THRU 40, BOTH INCLUSIVE, IN PROVINCETOWN HOMES, UNIT NO. 2, BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, CITY OF COUNTRY CLUB HILLS, ILLINOIS, AS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF PARCEL 35: THENCE EAST ALONG THE NORTH LINE OF PARCEL 35, 98.47 FEET TO AN INTERSECTION WITH THE CENTER LINE OF A PARTY WALL EXTENDED NORTH FOR A PLACE OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE EXTENSION OF AND THE CENTER LINE OF A PART WALL 22.05 FEET TO A POINT IN THE CENTER LINE OF A PARTY WALL; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE CENTER LINE OF A PARTY WALL 0.21 FEET TO A POINT IN THE CENTER LINE OF A PARTY WALL; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE CENTER LINE OF A PARTY WALL AND AN EXTENSION THEREOF 40.05 FEET TO A POINT IN THE SOUTH LINE OF PARCEL 35; THENCE EAST ALONG THE SOUTH LINE OF PARCEL 35, 22.32 FEET TO AN INTERSECTION WITH THE CENTER LINE OF A PARTY WALL EXTENDED SOUTH; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE EXTENSION OF AND THE CENTER LINE OF A PARTY WALL 38.30 FEET TO A POINT IN THE CENTER LINE OF A PARTY WALL; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE CENTER LINE OF A PARTY WALL 11.24 FEET TO A POINT IN THE CENTER LINE OF A PARTY WALL; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG THE CENTER LINE OF A PARTY WALL AND AN EXTENSION THEREOF 24.70 FEET TO A POINT IN THE NORTH LINE OF PARCEL 35; THENCE WEST ALONG THE NORTH LINE OF PARCEL 35, 10.87 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 2 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 21023538, AS AMENDED FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

Also Known As: 4170 186TH ST, COUNTRY CLUB HILLS, IL 60478

19149450 MATTHEW M PERRI and JACKIE C PERRI




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EXHIBIT "B"

ESCROW AGREEMENT

Property of Cook County Clerk's Office

A collection of handwritten signature marks, consisting of several 'X' shapes and stylized initials, arranged in three columns. The marks are scattered across the lower half of the page, overlapping the diagonal watermark text.

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L789C

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ESCROW AGREEMENT

This Escrow Agreement ("Agreement"), made on March 11, 2013 between MATTHEW M PERRI and JACKIE C PERRI ("Borrower") and Seterus, Inc. is entered into in connection with Borrower's promissory note dated November 17, 2006 ("Note"), and the Loan Modification Agreement dated March 11, 2013 between the parties ("Modification Agreement"), which is secured by the following real property ("Property").

4170 186TH ST
COUNTRY CLUB HILLS, IL 60478

For valuable consideration, the parties agree as follows:

1. In addition to the regularly scheduled payments that Borrower is required to pay under the Modification Agreement, Borrower agrees to pay Seterus, Inc. an escrow payment in the amount of \$471.38 for deposit into an escrow account for necessary payments to be made by Seterus, Inc., including but not limited to, payments for property taxes and insurance. As permitted by the Real Estate Settlement Procedures Act and other applicable law, Seterus, Inc. may adjust the amount of the Escrow Payment. After notice of such adjustment, Borrower shall pay the adjusted Escrow Payment.
2. Each Escrow Payment shall be due on the same day(s) of the month as the regularly scheduled payments due under the Modification, commencing April 01, 2013.
3. In the event Escrow Payments are not made and Seterus, Inc. advances its own funds to make payments that should have been paid from Borrower's escrow account, such amounts will be added to Borrower's loan obligation under the Note.
4. Any failure to make an Escrow Payment when due shall be deemed to be a default under the Note and Modification Agreement and upon Borrower's failure to pay the Escrow Payment, Seterus, Inc. may exercise its rights under the Note and Modification Agreement.



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- 5. Unless an agreement is made in writing or applicable law requires interest to be paid on the escrow account payments held by Seterus, Inc., Seterus, Inc. shall not be required to pay any interest or earnings on the payments held.

Seterus, Inc.

By:

[Signature]
 Roy Montgomery

Seterus, Inc.
 MAY 15 2013
 Authorized Signer

Borrower

Matthew Herrin

Borrower

Jackie Herrin

[Space Below This Line for Acknowledgments]



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ACKNOWLEDGEMENT

State of Illinois
County of Cook

On, March 28, 2014 before me, Michelle Price, personally appeared
Matthew M Perri, Jackie C Perri

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.

WITNESS my hand and official seal.

Signature *Michelle Price*

(Seal)



RE: MATTHEW M PERRI
JACKIE C PERRI
19149450
L789 - Escrow Agreement



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State of Oregon

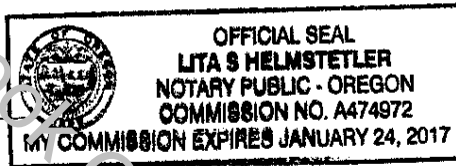
County of Washington

On **05/15/2013**, before me, **Lita S Helmstetler**, personally appeared **Roy Montgomery, Authorized Signer of Seterus, Inc.**, 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.

WITNESS my hand and official seal.



Lita S Helmstetler, Notary Public
State of Oregon



My commission expires on: January 24, 2017

Commission No. A474972

County Clerk's Office

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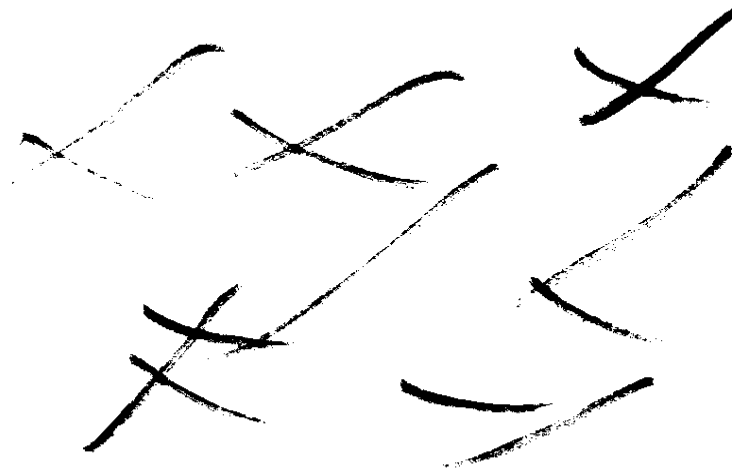
PREPARED BY :

SETERUS, INC.

14523 SW MILLIKAN WAY., STE. 200

BEAVERTON, OREGON 97005

Property of Cook County Clerk's Office

Handwritten scribbles or signatures in black ink, appearing as several overlapping, stylized marks.