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After Recording Return To:  
Mortgage Services  
PO Box 5449  
Mount Laurel, NJ 08054  
Return to Phone: 877-766-8244

Doc#: 1333722041 Fee: \$48.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 12/03/2013 09:37 AM Pg: 1 of 6

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

Parcel ID Number: 25-23-209-032

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Original Recording Date: **October 17, 2001**

Loan No: **0015879745**

Original Loan Amount: **\$73,221.00**

FHA/VA Case Number: **137-1199207-703**

Original Lender Name: **CENDANT MORTGAGE**

**CORPORATION D/B/A CENTURY 21**

**MORTGAGE**

New Money: **\$0.00**

Prepared Date: **August 13, 2013**

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 13th day of August, 2013, between **BERNARD DAVIS, A MARRIED PERSON AND CHERYL Y DAVIS, A MARRIED PERSON** whose address is **12050 S PRINCETON AVE, CHICAGO, IL 60628** ("Borrower") and **PHH Mortgage Corporation** which is organized and existing under the laws of **New Jersey**, and whose address is **1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **September 27, 2001** and recorded in **Book/Liber 8365, Page 0024, Instrument No: 0010965246**, 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

**12050 SOUTH PRINCETON AVENUE, CHICAGO, IL 60628,**

(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

HUD MODIFICATION AGREEMENT

Loan No: **0015879745**

8300h 11/12

(page 1 of 5)

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P 6  
S N  
M N  
SC Y  
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**ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR PHH MORTGAGE CORPORATION D/B/A CENTURY 21 MORTGAGE TO PHH MORTGAGE CORPORATION. -REC: 04/11/2006 INSTR # 0610155110 LOAN MOD AGREEMENT IN THE AMOUNT OF \$81,259.80. -REC: 03/10/2010 INSTR # 1006931015**

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 **September 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$74,670.89**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$0.00** 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 **3.625%**, from **September 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$340.54**, beginning on the 1st day of **October, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 1, 2043** (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:

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- (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 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.

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Bernard Davis  
BERNARD DAVIS -Borrower \_\_\_\_\_ (Seal)

Cheryl Y Davis  
CHERYL Y DAVIS -Borrower \_\_\_\_\_ (Seal)

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

State of Illinois

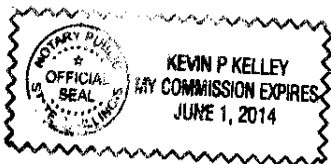
County of Cook

The foregoing instrument was acknowledged before me, a Notary Public on

8-23-2013 by BERNARD DAVIS, A MARRIED PERSON AND CHERYL Y DAVIS, A MARRIED PERSON.

Bernard Davis  
(Signature of person taking acknowledgment)

My Commission Expires on 6-01-2013



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**PHH Mortgage Corporation**

By: \_\_\_\_\_ (Seal) - Lender  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

11/6/13  
Date of Lender's Signature

**ANDREA KANOPKA, ASST. V.P.**

\_\_\_\_\_  
[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 11/6, 2013, before me, Rebecca L. Seaman  
(please print name)

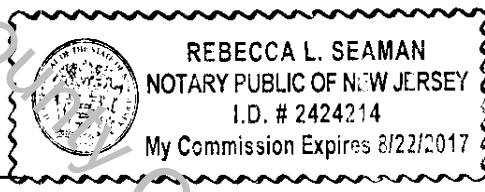
a Notary Public in and for said State, personally appeared

**ANDREA KANOPKA, ASST. V.P.** 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.

[Signature]  
Notary Public

Notary Public of New Jersey  
My Commission expires: 8/22/2017



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Loan: 0015879745

"Exhibit A"

THE SOUTH 1/4 OF LOT 20 AND ALL OF LOT 21 IN BLOCK 22, IN WEST PULLMAN, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 25-28-209-032

Property of Cook County Clerk's Office