When Recorded Return To:

iMortgage Services LLC 2570 Boyce Plaza Road Pittsburgh, PA 15241

1406634008 Fee: \$80.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 03/07/2014 08:32 AM Pg: 1 of 7

This document was prepared by Green Tree Servicing LLC

[SPACE ABOVE THIS LINE FOR RECORDING DATA).

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made between ELIZABETH SANDER ("Borrover") and Green Tree Servicing LLC ("Lender"), amends and supplements 1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 10/20/2005 and recorded in on 11/1/2005 Document# 0530541060 of the Records of Cook County 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 "Froresty", located at

5743 S DAMEN AVE CHICAGO, IL 60636

the real property described in the above-referenced Security Instrument.

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 01/01/2014, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$68,868.13 consisting of the un pair 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 at the yearly rec of 4.62500%, from 01/01/2014. Borrower promises to make monthly payments of principal and interest of U.S \$315.16, beginning on the 02/01/2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.62500% will remain in enext until principal and interest are paid in full. The new monthly payment amount does not include any amounts owed for escrow. Borrower may refer to the monthly billing statement for the escrow amount owed. If on 01/01/2054 (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. Borrov er's payment schedule for the modified Loan is as follows:



2

ō

XX1960 946000000 E611940

UNOFFICIAL COPY

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-40	4.625%	01/01/2014	\$315.16	02/01/2014	480
			. "		
6					
	0				

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 comedies permitted by the Security Instrument without further notice or demand on Borrower.

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 New 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 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.
- 4.Intentionally Deleted.

UNOFFICIAL COPY

- 5.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 tome 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, ne Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

6.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 in trument 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 l'ab'e on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construred to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this regreement, 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 execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.

1406634008 Page: 4 of 7

UNOFFICIAL COPY

In Witness Whereof, the Lender and I have executed	this Agreement.	
Green Tree Servicing LLC Lender	Borrower Elizabeth, Syrder Date	
By:Name Susanne F Roman Title: License css Mitigation Specialist License #: 820539	Borrower(Seal)	
Date	Account#: 685360331	
This communication is from a debt collector. It is an at be used for that purpose. [SPACE LELOW THIS LINE For a debt collector. It is an at be used for that purpose. [SPACE LELOW THIS LINE For a debt collector. It is an at be used for that purpose. [SPACE LELOW THIS LINE For a debt collector. It is an at be used for that purpose. [SPACE LELOW THIS LINE For a debt collector. It is an at be used for that purpose.	FOR ACKNOWLEDGEMENT]	l wil
	ist Control	

1406634008 Page: 5 of 7

UNOFFICIAL COPY

State of: Illinois	
County of: Cook	
I, Araceti Villegus and for said county and state do hereby certify that Elizabeth Sander	, a Notary Public in
personally known to the to be the same person(s) whose name(s) sufficegoing instrument appeared before me this day in person, and ache/she/they signed and delv ered the said instrument as his/her/their act, for the uses and purposes the ein set forth.	knowledged that r free and voluntary
Given under my hand and official seal, this the day of	January , 2014
My Commission Expires: Dec. 21, 2014	"OFFICIAL SEAL"
Notary Public Notary Public	Araceli Villeges Notary Public, State of Illinois Cook County Commission Expires Dec. 20, 2014
	Y.
	0,0 _{/5c} .

1406634008 Page: 6 of 7

UNOFFICIAL COPY

STATE OF Arizona

County of Maricopa

The foregoing instrument was acknowledged before me on January ________, 2014 by Brian A.

Abbee of Green Tree Servicing LLC a corporation, on behalf of the corporation.

Notary Public

Julie A. Butler
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-17-15

1406634008 Page: 7 of 7

UNOFFICIAL COPY

Exhibit A

LOT 26 IN THE RESUBDIVISION OF BLOCKS 3,4,5,6,11, AND 12 IN THE SUBDIVISION OF BLOCKS 1 TO 8 INCLUSIVE, IN JOHN B. LYONS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 134 FEET OF BLOCKS 1 AND 2 AND THE NORTH 60 FEET OF THE NORTH 350 FEET OF BLOCKS 7 AND 8) IN COOK COUNTY, ILLINOIS.

C/K/A: 5743 S. DAMEN AVE., CHICAGO, IL 60636

P.I.N. 20-18-216-015-0000

Property of County Clark's Office