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When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

Doc#: 1408017011 Fee: \$50.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/21/2014 09:20 AM Pg: 1 of 6

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244
79299921

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

Parcel ID Number: 2522230010000

[Space Above This Line For Recording Data]

Original Recording Date: May 20, 2002
Original Loan Amount: \$107,500.00
Original Lender Name: HSBC Mortgage Corporation (USA)
New Money: \$4,738.14

Loan No: 2009170602
Investor Loan No: 584857489

Prepared Date: October 21, 2013

LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

This Loan Modification Agreement (the "Agreement"), made and effective this 21st day of October, 2013, between **EDWARD SMITH AND CLARA SMITH, HUSBAND AND WIFE** ("Borrower") and **HSBC Bank USA, N.A.**, whose address is **95 Washington Street, Buffalo, NY 14203** ("Lender"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **April 24, 2002**, in the original principal sum of U.S. **\$107,500.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Rider(s), if any, dated the same date as the Note and recorded in **Instrument No: 0020570568**, of the **Official Records (Name of Records) of Cook County, IL (County and State, or other Jurisdiction)**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at

11405 S KING DRIVE, CHICAGO, IL 60628,
(Property Address)

the real property described being set forth as follows:

LOT 51 AND 52 IN UIHLEIN'S SUBDIVISION OF BLOCK 2 IN PULLMAN PARKS ADDITION TO

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P
S
M
SC
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INT

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PULLMAN IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEDIAN, IN COOK COUNTY ILLINOIS

ASSIGNMENT FROM HSBC MORTGAGE CORPORATION (USA) TO MORTGAGE REGISTRATION SYSTEMS, INC. AS NOMINEE FOR HSBC BANK USA, N.A., RECORDED 11/04/2011 INST# 1130808715 ASSIGNMENT FROM HSBC MORTGAGE CORPORATION (USA) TO HSBC BANK USA, N.A. RECORDED ON 07/15/2013 INST# 1319615007 CORRECTIVE ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HSBC BANK USA, N.A. TO HSBC BANK USA, N.A. RECORDED ON 08/01/2013 INST# 1321317049

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Current Balance. As of **October 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$95,476.14**.
2. Interest Rate. 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 **4.000%**, beginning **October 1, 2013**, both before and after any default described in the Note. The yearly rate of **4.000%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$399.03**, beginning on the **1st** day of **November, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2053** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **PO Box 5457, Palatine, IL 60055-0112** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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

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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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in Cook County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$90,738.00. The principal balance secured by the existing security instrument as a result of this Agreement is \$95,476.14, which amount represents the excess of the unpaid principal balance of this original obligation.

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 where 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.

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In Witness Whereof, the Lender and I have executed this Agreement.

Edward Smith (Seal)
EDWARD SMITH -Borrower

Clara Smith (Seal)
CLARA SMITH -Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of Illinois

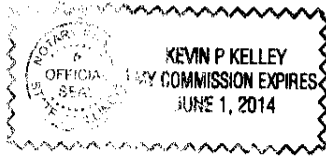
County of Cook

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

11-18-2013 by EDWARD SMITH AND CLARA SMITH, HUSBAND AND WIFE.

[Signature]
(Signature of person taking acknowledgment)

My Commission Expires on 6-01-2013



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HSBC Bank USA, N.A.

By: _____ (Seal) - Lender

Name: Andrea Kanopka

Vice President & Assistant Secretary
of the Residential Mortgage Loan
Administrative Services Division of
HSBC Bank USA, N.A.

Title:

2-17-14

Date of Lender's Signature

_____ [Space Below This Line For Acknowledgments] _____

State of New Jersey, County of Burlington

On 2-17, 2014, before me, Margaret Gebhard
(please print name)

a Notary Public in and for said State, personally appeared

Andrea Kanopka

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.

Margaret Gebhard
Notary Public

Margaret Gebhard
Notary Public of New Jersey
My Commission Expires 11/18/2018

Margaret Gebhard
Notary Public of New Jersey
My Commission expires: 11-18-2018

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LEGAL DESCRIPTION

Lots 51 and 52 in Uihlein's subdivision of block 2 in Pullman Parks addition to Pullman in the northeast $\frac{1}{4}$ of section 22, township 37 north, range 14, east of the third principal meridian, in Cook County, Illinois

Property of Cook County Clerk's Office



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