

Investor Loan #

After Recording Return To:

iMortgage Services, LLC
2570 Boyce Plaza Road
Pittsburgh, PA 15241

This document was prepared by:

iMortgage Services, LLC
2570 Boyce Plaza Road
Pittsburgh, PA 15241

UNOFFICIAL COPY

Doc#: 1409454187 fee: \$98.00
Date: 04/04/2007 01:30 PM Pg: 1 of 9
Cook County Recorder of Deeds
*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

[Space Above This Line for Recording Data]

HOME AFFORDABLE 2nd LIEN MODIFICATION AGREEMENT
2nd Lien Modification Program ("2MP")

Borrower ("I"): ¹ RAMIRO LOPEZ

Lender or Servicer ("Lender"): Green Tree Servicing LLC

Date of second lien mortgage, deed of trust, or security deed ("2nd Mortgage") and Note or Line of Credit Agreement ("Note"): 04/04/2007 Recorded 04/20/2007 Instrument No. 0711005100

Loan Number: 898301940

Property Address ("Property"): 3813 W 70TH PL

CHICAGO, IL 60629 more particularly described in the attached Exhibit "A"

MIN: 100133700019951659:

MERS is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns. MERS is the mortgagee under the Mortgage. 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, (888) 679 MERS.

THIS INFORMATIONAL NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOU ARE CURRENTLY IN BANKRUPTCY OR YOUR LOAN WAS DISCHARGED IN BANKRUPTCY WITHOUT A REAFFIRMATION, THE SERVICER IS NOT ATTEMPTING TO COLLECT OR RECOVER THE DEBT AS YOUR PERSONAL LIABILITY.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable 2nd Lien Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the 2nd Mortgage on the Property, and (2) the Note secured by the 2nd Mortgage. The 2nd Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default or I believe I will be in default in the near future under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future, and (iii) as of the effective date of this Agreement, I have received a loan modification for my 1st mortgage loan secured by the Property (which mortgage loan, as modified, is herein referred to as the "1st Mortgage");
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation in connection with the 1st Mortgage modification application for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the 1st Lien Modification Program and 2nd Lien Modification Program ("Program");
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement and to the 1st Mortgage lender, including the documents and information regarding my eligibility for the Program, are true and correct;
- F.

I have made or will make all payments required under the 1st Mortgage and I am not in default

under the terms of the 1st mortgage.

UNOFFICIAL COPY

¹If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

2MP Agreement (eM), 08/07/2013

LTR-1036

Property of Cook County Clerk's Office

UNOFFICIAL COPY

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this agreement; and
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, (ii) I receive from the lender for my 1st Mortgage a copy of the modification agreement for the 1st Mortgage signed by the lender, and (iii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement or any other requirements of the Program.
- D. I understand and agree that if I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, I am voluntarily entering into this Agreement for the benefits to be obtained thereby and not as a reaffirmation of the debt evidenced by the Note, and I further understand and agree, and the Lender, by its execution of this Agreement also agrees, that nothing contained herein is intended to impose personal liability for the Loan in violation of such discharge.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 03/01/2014 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, or the modification under the 1st Mortgage is for any reason not in full force and effect as of the Modification Effective Date, this modification will not take effect. The first modified payment will be due on 03/01/2014.

- A. The new Maturity Date will be: 12/01/2052
- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The modified principal balance is less principal that has been forgiven in the amount of \$.00. In any event, the modified principal balance of my Note will be \$18,668.38 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance.
- C. \$4,308.66 shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance, and if applicable, any non-capitalized amounts less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$14,359.72. Interest at the rate of 1.00000% will begin to accrue on the Interest Bearing Principal Balance as of 02/01/2014 ("Interest Rate Effective Date"). Beginning on the fifth (5th) anniversary date of the Interest Rate Effective Date, the interest rate will adjust to the same interest rate scheduled to be in effect on the 1st Mortgage, and will thereafter follow the same terms and conditions applicable to the 1st Mortgage (which interest rate terms and conditions are hereby incorporated into this Agreement and made part thereof). Lender reserves the right to adjust the interest rate to a rate lower than the rate on the 1st Mortgage, but in no event shall the interest rate on this Agreement exceed the maximum interest rate that could be in effect at any time in the 1st Mortgage. The first payment on the Interest Bearing Principal Balance will be due on 03/01/2014.

I will begin to make modified monthly payments on 03/01/2014 and on the same day of each month thereafter. The initial payment will be in the amount of \$37.20. With each scheduled interest rate adjustment, my monthly payment will be adjusted to an amount necessary to repay the remaining unpaid balance of the Interest Bearing Principal Balance as of the interest rate adjustment date in substantially equal monthly installments of principal and interest over the remaining term of the Loan. I understand that the Lender will provide me with notice of my new interest rate and payment amount prior to the due date of any such new payment.

UNOFFICIAL COPY

Notwithstanding the foregoing, I agree that unless sooner paid, all principal, interest and other amounts due under the Loan Documents shall be paid on the new Maturity Date.

The above terms in this Section 3.C. shall replace and supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender for my 2nd Mortgage.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- E. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- F. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the 2nd Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the 2nd Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 2nd Mortgage without further notice or demand on me.
- G. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted §12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- H. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

UNOFFICIAL COPY

- I. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in second lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- J. That I will 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 Agreement if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and that this Agreement, if it contains any such error, including but not limited to a mathematical, typographical or other computer-generated error, 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 under the 2nd Lien Modification program.
- K. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 673-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the 2nd Lien Modification Program, including marketing the Home Affordable Modification Program or the 2nd Lien Modification Program, conducting surveys or providing marketing research or other borrower outreach, data processing and technical systems consulting; and (v) any HUD certified housing counselor.
- M. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.M. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- N. If I receive a separate notice from Lender that I am required to attend additional debt management counseling, I agree to promptly attend such counseling and provide evidence of attendance to Lender upon request.
- O. If my loan is a home equity line of credit ("HELOC"), I understand that (i) access to funds in the line of credit will be permanently terminated, so I am unable to obtain any further advances, notwithstanding any references in the Loan Documents, or otherwise, to the Loan being a line of credit; (ii) any devices used for accessing the credit line, such as checks or credit cards, are void; (iii) if I have had separate balances on the HELOC that were charged interest at different rates, including fixed or variable rates, all balances are combined into a single balance that will be charged interest at the rate established in Section 3 of this Agreement, and I will not have the option of locking in or electing different interest rates or other payment terms in the future; (iv) if I have had the option to pay interest-only payments on any balances, all payments under this Agreement will be set as forth in Section 3 of this Agreement; and (iv) if I have had special incentive interest rates involving a reduction in my interest rate for automatic payments or other relationships with the Lender, these special incentives no longer apply.
- P. Any principal forgiveness will be reported to the Internal Revenue Service and may have tax consequences. Therefore, I am advised to seek guidance from a tax professional. I will contact Green Tree at 1-800-643-0202 if I do not want principal forgiveness.

UNOFFICIAL COPY

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

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

Green Tree Servicing LLC

Lender

By: _____

Matthew M. Soto, Jr.
Senior Vice President - Originations
License Number: 5031

Ramiro Lopez
RAMIRO LOPEZ
03-22-14

Date

Account #: 898301940

Date _____

By: _____
Susanne F. Roman
Licensed Loss Mitigation Specialist
License Number: 820539

Date **MAR 26 2014**

Account #: 898301940

Susanne F. Roman
Mortgage Electronic Registration Systems, Inc. - Nominee for Lender

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

UNOFFICIAL COPY

State of: ILLINOISCounty of: COOK

I, MARIO LOERA., a Notary Public in
and for said county and state do hereby certify that
RAMIRO LOPEZ

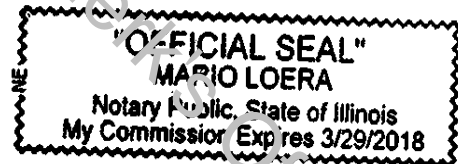
personally known to me to be the same person(s) whose name(s) subscribed to the
foregoing instrument appeared before me this day in person, and acknowledged that
he/she/they signed and delivered the said instrument as his/her/their free and voluntary
act, for the uses and purposes therein set forth.

Given under my hand and official seal, this the 22nd day of MARCH, 2014

My Commission Expires:

3-29-2018

Notary Public



Mario Loera

UNOFFICIAL COPY

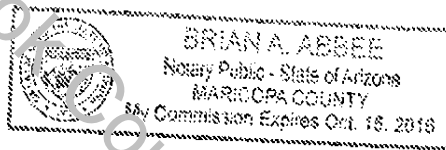
STATE OF Arizona

County of Maricopa

The foregoing instrument was acknowledged before me on this day of MAR 26 2014,
by Susanne F. Roman as MERS Nominee for Lender of Mortgage Electronic Registration Systems,
Inc.

Brian A. Abbee

Notary Public



UNOFFICIAL COPY

Exhibit "A"

LOT 5 IN BLOCK 12 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION, A SUBDIVISION OF THE SOUTH
1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, (EXCEPT THE EAST 50 FEET THEREOF) OF COOK COUNTY, ILLINOIS.

Parcel No. 19-23-329-015-0000

Property of Cook County Clerk's Office