

UNOFFICIAL COPY



1413315038

Doc#: 1413315038 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/13/2014 09:50 AM Pg: 1 of 8

After Recording Return To:

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008

This Document Prepared By:

**NATIONSTAR MORTGAGE
LLC**
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
Tatiana Vakidis

Parcel ID Number:
03-27-401-074-1016

[Space Above This Line For Recording Data]

Original Recording Date: **April 29, 2005**
Original Loan Amount: **\$124,000.00**
New Money: **\$4,499.36**

Loan No: **598008555**
Investor Loan No: **1698741575**
MIN Number: **100186600304553234**



REF: 6752410

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 17th day of March, 2014, between **MICHAEL KOPEC and ELZBIETA KOPEC** ("Borrower") and **NATIONSTAR MORTGAGE LLC**, whose address is **350 HIGHLAND DRIVE, LEWISVILLE, TX 75067** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **April 27, 2005** and recorded in **Book/Liber N/A**, Instrument No: **0511945045**, 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 **404 E KENSINGTON RD D, MOUNT PROSPECT, IL 60056**,
(Property Address)

the real property described being set forth as follows:

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

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):



* 5 9 8 0 0 8 5 5 5 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300c 01/14



* 1 0 2 1 3 2 + 1 0 *
Form 3179 1/01 (rev. 06/12)
(page 1 of 7)

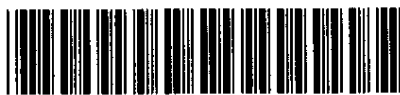
S yes
P 3
S N
M N
SC yes
E yes
INT kw

UNOFFICIAL COPY

1. As of **April 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$109,152.37**, consisting of the unpaid 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 for the first five years at the yearly rate of **2.000%** from **April 01, 2014**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$429.31** beginning on the **1st** day of **May, 2014**. During the sixth year, interest will be charged at the yearly rate of **3.000%** from **April 01, 2019**, and Borrower shall pay monthly payments of principal and interest in the amount of **\$475.69** beginning on the **1st** day of **May, 2019**. During the seventh year, interest will be charged at the yearly rate of **4.000%** from **April 01, 2020**, and Borrower shall pay monthly payments of principal and interest in the amount of **\$522.89** beginning on the **1st** day of **May, 2020**. During the eighth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **4.250%** from **April 01, 2021**, and Borrower shall pay monthly payments of principal and interest in the amount of **\$534.51** beginning on the **1st** day of **May, 2021** and will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2041** (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:
 - (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,



* 5 9 8 0 0 8 5 5 5 *
 LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
 8300c 01/14



* 1 0 2 1 3 2 + 1 0 *
 Form 3179 1/01 (rev. 06/12)
 (page 2 of 7)

UNOFFICIAL COPY

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 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.

5. 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 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.
- (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely 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.



* 5 9 8 0 0 8 5 5 5 *

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300c 01/14



* 1 0 2 1 3 2 + 1 0 *

Form 3179 1/01 (rev. 06/12)
(page 3 of 7)

UNOFFICIAL COPY

- 6. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- 7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- 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 \$104,653.01. The principal balance secured by the existing security instrument as a result of this Agreement is \$109,152.37, which amount represents the excess of the unpaid principal balance of this original obligation.

Property of Cook County Clerk's Office



* 5 9 8 0 0 8 5 5 5 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300c 01/14



* 1 0 2 1 3 2 + 1 0 *
Form 3179 1/01 (rev. 06/12)
(page 4 of 7)

UNOFFICIAL COPY

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

Michael Kopec (Seal)
MICHAEL KOPEC -Borrower

Elzbieta Kopec (Seal)
ELZBIETA KOPEC -Borrower

_____[Space Below This Line For Acknowledgments]_____

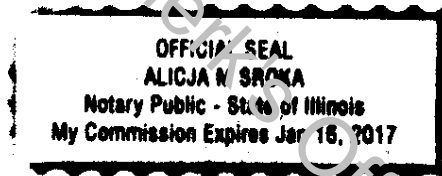
State of Illinois

County of Wood

The foregoing instrument was acknowledged before me on March 20, 2014
by Michael Kopec and Elzbieta Kopec

[Signature]
(Signature of person taking acknowledgment)

My Commission Expires on 01/16/2017



* 5 9 8 0 0 8 5 5 5 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300c 01/14



* 1 0 2 1 3 2 + 1 0 *
Form 3179 1/01 (rev. 06/12)
(page 5 of 7)

UNOFFICIAL COPY

NATIONSTAR MORTGAGE LLC

By: [Signature] (Seal) - Lender
 Name: Bianca Hockensmith
 Title: Assistant Secretary

3/29/14
 Date of Lender's Signature _____
 [Space Below This Line For Acknowledgments] _____

State of Texas
 County of Dallas

The foregoing instrument was acknowledged before me on 3-29-14
 by Bianca Hockensmith, the Assistant Secretary of
Nationstar Mortgage LLC

[Signature]
 (Signature of person taking acknowledgment)

My Commission Expires on 7-15-17



* 5 9 8 0 0 8 5 5 5 *
 LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
 8300c 01/14



* 1 0 2 1 3 2 + 1 0 *
 Form 3179 1/01 (rev. 06/12)
 (page 6 of 7)

UNOFFICIAL COPY

Bianca Hockensmith

3/29/14

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

State of Texas

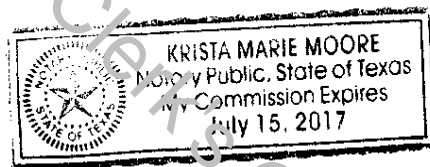
County of Dallas

The foregoing instrument was acknowledged before me on 3-29-14

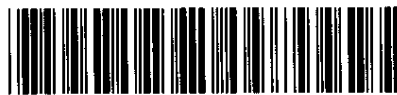
by Bianca Hockensmith, the Assistant Secretary of Mortgage Electronic Registration System, Inc.

(Signature of person taking acknowledgment)

My Commission Expires on 7-15-17



* 5 9 8 0 0 8 5 5 5 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300c 01/14



* 1 0 2 1 3 2 + 1 0 *
Form 3179 1/01 (rev. 06/12)
(page 7 of 7)

UNOFFICIAL COPY

Exhibit "A"

Loan Number: **59903555**

Property Address: **404 E KENSINGTON RD D, MOUNT PROSPECT, IL 60056**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: UNIT 404-D IN KENSINGTON COMMONS CONDOMINIUM HOMES, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 1, 2 AND 3 (EXCEPT THAT PORTION OF LOT 3 BOUNDED BY A LINE AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1003 IN BRICKMAN MANOR FIRST ADDITION UNIT NO.6, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1003 A DISTANCE OF 215.00 FEET, THENCE EAST AT RIGHT ANGLES TO A POINT OF INTERSECTION WITH OUT LOT H IN BRICKMAN MANOR FIRST ADDITION UNIT NO.1, THENCE NORTH ALONG THE WEST LINE OF SAID OUT LOT H TO THE NORTHWEST CORNER THEREOF, THENCE WEST ALONG THE SOUTH LINE OF BOXWOOD DRIVE, TO THE POINT OF BEGINNING) IN KENSINGTON COMMONS BEING A RESUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE SURVEY ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY WHEELING TRUST AND SAVINGS BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 23, 1978 AND KNOWN AS TRUST NUMBER 78-173, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 25074922, AND AS MAY BE AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS.



Exhibit A Legal Description Attachment 11/12



Page 1 of 1