Doc#. 1419146013 fee: \$60.00

Pate: 07/10/2014/08:25 AM Pg: 1 of 7

Cook County Revolder of Deeds
\*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

When Recorded Return To:

Investor Loan #

Green Tree Servicing LLC 7360 South Kyrene Road Tempe, AZ 85283

This document was prepared by Green Tree Servicing LLC

Steve Godrt 7360 S Kyrene, Tempe, AZ 85283

Total Mary Justin

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

LOAN MODIFICATION AGREEMENT

89486524 SHEACT RD

This Loan Modification Agreement ("Agreement"), between CORRINE WOEHLER ("Borrower") and Green Tree Servicing LLC ("Lender"), amends and supplements 1)

the Mortgage, Seed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 12/12/2012 Recorded 1/08/2013 Instrument No. 1300857059 of the

Recorder Records of Cook and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the rear and personal property described in the Security Instrument and defined therein as the "Property", located at

756 MOORE DR UNIT U ELK GROVE VILLAGE, IL 60007 JAN19190

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 05/01/2014, the amount payable under the No e and the Security Instrument (the "New Principal Balance") is U.S. \$169,843.00 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 at the yearly rate of 4.62500%, from 05/01/2014. Borrower promises to make monthly payments of principal and interest of U.S. \$777.25, beginning on the 06/01/2014, 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 effect until principal and interest are paid in full. The new monthly payment amount does not include any amount owed for escrow. Borrower may refer to the monthly billing statement for the escrow amount owed. If on 05/01/2054 (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. Borrower's payment schedule for the modified Loan is as follows:



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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-40	4.625%	05/01/2014	\$777.25	06/01/2014	480
				······································	
	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 other of 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.

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.
- 4.Intentionally Deleted.

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- 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 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 (c) 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 nereunder.
  - (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 construct 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 / greement, 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.

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In Witness Whereof, the Lender and I have executed	this Agreement.
Green Tree Servicing	Comme Weekles.
Lender By:	Corrine Woehler
Susanne F. Roman	0/6/14
Licensed Loss Mitigation Specialist	Date
By: License Number: 820539	
Name: Jeff D Koemig	
Fitte: Director, Default Services License #: 973893 -	- <del></del>
JUN 1 7 2014	
Date	
	Account#: 894865245
This communication is from a debt collector. It is an a be used for that purpose.	ttempt to collect a debt, and any information obtained will
[SPACE BELOW THIS LINE	FOR ACKNOWLEDGEMENT
00/	County
	FOR ACKNOWLEDGEMENT)

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# **UNOFFICIAL COPY**

State of: ILUMUS
County of: (WK
I,, a Notary Public in and for said county and state do hereby certify that
personally known to rie 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 deir ered the said instrument as his/her/their free and voluntary act, for the uses and purposes herein set forth.
Given under my hand and official scal this the 6 day of June, 2014
My Commission Expires: January 14, 2015  Motary Public
OFFICIAL SEAL MONIKA MANIAK Notary Public - State of Illinois My Commission Expires Jan 16, 2018

1419146013 Page: 6 of 7

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County of Maricopa

JUN 1 7 2014 The foregoing instrument was acknowledged before me on this day of by Susanne F. Roman of Green Tree Servicing LLC a corporation, on behalf of the corporation. Ma Ma

Notary Public

BRIAN A ABBEE Notary Public - Size of Anzona MARICOPA COUNTY County Clarks Office My Commission Expires Oct. 15, 2016

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#### **EXHIBIT A - LEGAL DESCRIPTION**

Tax Id Number(s): 08-29-301-268-1071

Land Situated in the County of Cook in the State of IL

PARCEL I:

UNIT 71, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN ELK GROVE ESTATES TOWNHOMES CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22100598, AS AMENDED, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29 (CWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE EASEMENT FOR FARKING PURPOSES IN AND TO PARKING SPACE NO. 159, AS DEFINED AND SET FORTH IN DECLARATION NO. 22100598, IN COOK COUNTY, ILLINOIS.

Commonly known as: 756 Moore Driv. Unit U71, Elk Grove Village, IL 60007