

# UNOFFICIAL COPY



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

Doc#: 1423345002 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/21/2014 08:10 AM Pg: 1 of 7

This Document Prepared By:  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054  
Keith Goldin, Specialist

Parcel ID Number: 02133150270000

[Space Above This Line For Recording Data]  
Original Recording Date: **March 23, 2003** Loan No: **2009922184**  
Original Loan Amount: **\$166,000.00** Investor Loan No: **883851903**  
Original Lender Name: **HSBC MORTGAGE CORPORATION (USA)**  
New Money: **\$4,750.57**

Prepared Date: **May 15, 2014**

## LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

This Loan Modification Agreement (the "Agreement") made and effective this 15th day of May, 2014, between **RONALD H DEMARS, AND JANIS L DEMARS, HUSBAND AND WIFE** ("Borrower") and **HSBC BANK USA, N.A.**, whose address is **95 WASHINGTON STREET, BUFFALO, NY 74203** ("Lender"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **February 24, 2003**, in the original principal sum of U.S. **\$166,000.00** 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 **Book/Liber 1475, Page 0102**, Instrument No: **0030417902**, 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

**1125 EAST KITSON DRIVE, PALATINE, IL 60074,**  
(Property Address)

the real property described being set forth as follows:

S Y  
P 6  
S N  
M N  
SC Y  
E Y  
FD 9A

**UNOFFICIAL COPY****SEE ATTACHED EXHIBIT A**

**Mortgage re-record 9/13/2007 instrument 0725649050; Assignment from HSBC Mortgage Corporation (USA) to Mortgage Electronic Registration Systems, INC as Nominee for HSBC Bank USA, N.A. recorded 10/5/2011 instrument 1127808346; Assignment from Mortgage Electronic Registration Systems, INC. as Nominee for HSBC Bank USA, N.A. to HSBC Bank USA, N.A. recorded 1/19/2012 instrument 1201908134**

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 **May 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$100,090.70**.
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 **4.625%**, beginning **May 1, 2014**, both before and after any default described in the Note. The yearly rate of **4.625%** 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. **\$458.04**, beginning on the **1st** day of **June, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 1, 2054** (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 of all sums secured by the Security Instrument.

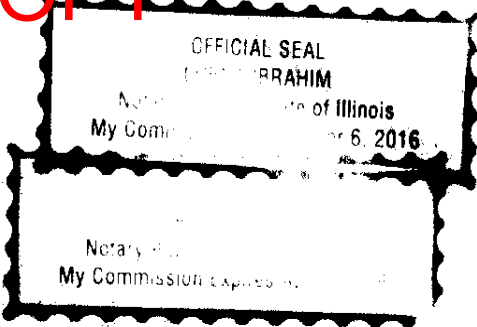
# UNOFFICIAL COPY

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 \$95,340.13. The principal balance secured by the existing security instrument as a result of this Agreement is \$100,090.70, 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.

# UNOFFICIAL COPY



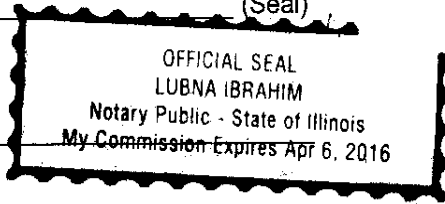
In Witness Whereof, the Lender and I have executed this Agreement.

Ronald H Demars  
 RONALD H DEMARS Borrower

(Seal)

Janis L Demars  
 JANIS L DEMARS -Borrower

(Seal)



\_\_\_\_\_[Space Below This Line For Acknowledgments]

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me, a Notary Public on May-23-2014

by RONALD H DEMARS, AND JANIS L DEMARS, HUSBAND AND WIFE.

[Signature]  
 (Signature of person taking acknowledgment)

My Commission Expires on April-6-2016

Origination Company: **HSBC BANK USA, N.A.**  
NMLSR ID: 2726

# UNOFFICIAL COPY

HSBC BANK USA, N.A.

By: \_\_\_\_\_ (Seal) - Lender

Name: **Dolores Lauria** V.P. & Assistant Secretary of the Residential Mortgage Loan  
Title: Administrative Services Division of HSBC Bank, USA, N.A.

Date of Lender's Signature

7/3/2014

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 7/3/2014, 2014, before me, **DONNA M. WALKER**  
(please print name)

a Notary Public in and for said State, personally appeared **Dolores Lauria** V.P. & Assistant Secretary of the Residential Mortgage Loan Administrative Services Division of HSBC Bank, USA, N.A. 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.

Notary Public

Donna M. Walker  
Notary Public of New Jersey  
My Commission Expires 1/15/2019

Notary Public of New Jersey  
My Commission expires: \_\_\_\_\_

Property of Essex County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

Loan: 2009922184

LOT 27 IN BLOCK 17 IN WINSTON PARK NORTHWEST UNIT NUMBER 2, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 17536792 AND RE-RECORDED JUNE 30, 1962 AS DOCUMENT NUMBER 17584144, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

Loan: 2009922184

LOT 27 IN BLOCK 17 IN WINSTON PARK NORTHWEST UNIT NUMBER 2, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 17536792 AND RE-RECORDED JUNE 30, 1962 AS DOCUMENT NUMBER 17584144, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office